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HEARINGS

BEFORE A

SPECIAL SUBCOMMITTEE OF THE COMMITTEE ON EDUCATION AND LABOR HOUSE OF REPRESENTATIVES

EIGHTIETH CONGRESS

FIRST SESSION

PURSUANT TO

H. Res. 111

(80th Congress)

HEARINGS HELD AT CHICAGO, ILL.
DECEMBER 22, 23, 29, 31, 1947
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80TH CONGRESS
1ST SESSION

H. Res. 111

IN THE HOUSE OF REPRESENTATIVES

FEBRUARY 21, 1947

Mr. ALLEN of Illinos, from the Committee on Rules, reported the following resolution; which was referred to the House Calendar and ordered to be printed

FEBRUARY 26, 1947.—Agreed to

RESOLUTION

Resolved, That the Committee on Education and Labor, acting as a whole or by subcommittee, is authorized and directed to conduct thorough studies and investigations relating to matters coming within the jurisdiction of such committee under rule XI (1) (g) of the Rules of the House of Representatives, and for such purposes the said committee or any subcommittee thereof is hereby authorized to sit and act during the present Congress at such times and places within the United States, whether the House is in session, has recessed, or has adjourned, to hold such hearings, and to require by subpena or otherwise the attendance and testimony of such witnesses and the production of such books, records, correspondence, memoranda, papers, and documents, as it deems necessary. Subpenas may be issued over the signature of the chairman of the committee or any member of the committee designated by him, and may be served by any person designated by such chairman or member. The chairman of the committee or any member thereof may administer oaths to witnesses.

That the said committee shall report to the House of Representatives during the present Congress the results of their studies and investigations with such recommendations for legislation or otherwise as the committee deems desirable.

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CHICAGO ITU-PUBLISHERS DISPUTE

MONDAY, DECEMBER 22, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Chicago, Ill.

The subcommittee met at 10 a. m., Hon. Thomas L. Owens (chairman of the subcommittee) presiding.

Also present: Representative Fred E. Busbey of the Third Congressional District of the State of Illinois.

The CHAIRMAN. The hearing will now come to order. I wish to state that this hearing was called at the request of Mr. Fred A. Hartley, Jr., the chairman of the Committee on Education and Labor of the House of Representatives.

We have an unusual situation here. We have a group of the most outstanding publishers in the country and one of the most respected unions in the country who are involved in this difficulty. For that reason we want to ascertain what relationship, if any, the law which was recently passed has with this controversy or misunderstanding of the law, and also what might be done in the future with respect to such matters.

While there have been a number of newspaper accounts to the effect that this strike might be for the purpose of killing the law which was recently passed, I cannot believe that to be true, because I do not believe that any leadership would bring men out for that purpose and we don't believe any publishers would be a party to any such action, either. For that reason we are going to try to have an informal hearing and to get all of the facts that we possibly can get together and make a report to the full committee and then to the House of Representatives.

We will proceed now and I will ask Mr. Pilch to come forward.

STATEMENT OF JOHN J. PILCH, PRESIDENT OF THE CHICAGO TYPOGRAPHICAL UNION, LOCAL 16

The CHAIRMAN. State your name, please.

Mr. PILCH. John J. Pilch.

The CHAIRMAN. Where do you live?

Mr. PILCH. 1511 Hyde Park Boulevard, Chicago, Ill.

The CHAIRMAN. What is your position?

Mr. PILCH. I am president of the Chicago Typographical Union, Local 16.

The CHAIRMAN. How long have you been occupying that position?

Mr. PILCH. Since June of this year.

The CHAIRMAN. How long have you been with local 16, Mr. Pilch?

Mr. PILCH. Twenty-three years.

The CHAIRMAN. Have you occupied other official positions during that time?

Mr. PILCH. Yes; I was vice president for several months and recording secretary and organizer for 6 years.

The CHAIRMAN. Prior to that you were a working member of the organization, were you not?

Mr. PILCH. Yes; that is correct.

The CHAIRMAN. As president of the local, you undoubtedly had a foremost part in the negotiations in this particular matter, did you not?

Mr. PILCH. Yes. It is the duty of the president of local 16 to conduct negotiations along with the regular appointed scale committee.

The CHAIRMAN. What I would like you to do is to give us a statement as to just what your arrangements have been in the past; how you handled the situation of making your contracts; what the arrangements would be toward the formulation of a new contract; and what took place this year which led up to the present embroiled situation? Would you do that? Give me a statement first of just how matters were handled in the past?

Mr. PILCH. Well, prior to the present negotiations, the entering into new negotiations, the members of the union in meeting assembled prepared proposals to be submitted to the publishers or employers, as the case might be. Before the proposal is submitted to the employer it is sent to the contracts department of the international union to ascertain whether the proposals were in accordance with the international law. When they were returned the publishers were notified in accordance with whatever provision prevailed at the time. There may have been 3 or 4 months that passed during which time the union desired to enter into negotiations for a new contract and meetings were arranged. Initial proposals were submitted and then, within 10 days, the publishers were supposed to submit a counterproposal.

The CHAIRMAN. Is that how it was done a year ago, as an illustration?

Mr. PILCH. That is how it was done a year ago.

The CHAIRMAN. Do you, by any chance, have in your possession a copy of the contract that was agreed to at that time?

Mr. PILCH. I do not believe I do; no. Perhaps some of the members of the scale committee may have one. I don't have one of them in my possession.

The CHAIRMAN. Did you get one?

Mr. PILCH. Yes; I did. This is it.

The CHAIRMAN. At this point in the record would you care to place that into the record as a part of the testimony?

Mr. PILCH. If you want it.

The CHAIRMAN. Yes; I would like to have it to get a picture of the contract you arrived at a year ago.

Mr. PILCH. That is all right.

The CHAIRMAN. That document will be marked as "Union's Exhibit No. 1."

(The document referred to was marked "Union's Exhibit No. 1, December 22, 1947," and will be found in the files of the subcommittee.)

The CHAIRMAN. Go ahead, Mr. Pilch.

Mr. PILCH. From that point the two parties attempted to negotiate from the proposal of the union and counterproposal of the publishers, and if the local scale committee and employers' representatives cannot arrive at any agreement, then the International Typographical Union was notified and, in accordance with the international procedure, the president would come or send a representative to assist the local scale committee to try to come to some agreement. That has been done on many occasions.

The CHAIRMAN. For instance, each year you would have quite a number of meetings, would you, before the final draft of your agreement was completed?

Mr. PILCH. There were many, many meetings. Sometimes there would be 20 or 22 meetings in all.

The CHAIRMAN. That, for instance, is the way you handled it before you arrived at an agreement, such as the agreement we just placed into the record as union's exhibit No. 1, which was the contract effective as of October 21, 1946, to October 21, 1947; is that right?

Mr. PILCH. Yes, sir.

The CHAIRMAN. Go ahead, Mr. Pilch.

Mr. PILCH. That, of course, is generally what occurred prior to this year, and provisions in that document providing for a 90-day notice, or perhaps I should say that a 90-day notice was sent to the publishers on or about July 20 of this year.

The CHAIRMAN. Was there any form of any kind sent with it at the time?

Mr. PILCH. Just a letter of notification that the union desired to have meetings for the purpose of negotiating a new contract.

The CHAIRMAN. When you prepare the papers that are going to be given to us, will you have a copy of that incorporated and give it to us along with the other letters or documents that you might have transmitted as you went along with the proceedings?

Mr. PILCH. We will furnish that.

The CHAIRMAN. Fine. Go ahead, Mr. Pilch.

Mr. PILCH. The secretary of the publishers' association acknowledged that communication and the first meeting was set down for the latter part of July. I am not too sure as to the date right offhand, but the first meeting was utilized in explaining the situation so far as the union was concerned due to the new developments created by the act, the Taft-Hartley Act, with a request that possible negotiations be concluded prior to August 22 in order that we could retain some of the features that were not prohibited until that date.

The CHAIRMAN. What did you feel at that time was being prohibited?

Mr. PILCH. Well, the act prohibits the signing of closed-shop agreements between employers and unions.

The CHAIRMAN. You mean by that the provision set out in section 8 (a) (3) of the act with respect to encouraging or discouraging representation in the union? Is that the part that you have reference to?

Mr. PILCH. That possibly is correct; yes.

The CHAIRMAN. There is no reference in the act so far as you know with respect to closed shops, is there?

Mr. PILCH. No; the language, of course, is legal and we know what it means, but it does not use the term.

The CHAIRMAN. Go ahead, Mr. Pilch.

Mr. PILCH. At that particular point, as I said, we tried to reach some understanding prior to August 22. We submitted a document

that we felt would be necessary to include in any agreement that we could arrive at prior to August 22 and the publishers did not accept it. They submitted a counterproposal and we could not agree, so there was no agreement arrived at prior to August 22.

The CHAIRMAN. Could you say at this time what the substance of your proposal was and then what the counterproposal was?

Mr. PILCH. Well, the document is quite lengthy. We will have to furnish it to you. The main thing was a 60-day cancellation or termination notice in the event we did come to some understanding on an agreement prior to August 22.

The CHAIRMAN. What I mean is this: Was there anything in that particular proposal of yours that was different than the contract or proposal you had made the preceding year?

Mr. PILCH. Some additional provisions; yes.

The CHAIRMAN. What were those in substance, if you recall?

Mr. PILCH. Well, not having the document with me——

The CHAIRMAN. The substance of them?

Mr. PILCH. The actual substance was a 60-day cancellation clause and then there were other items enumerated in that form.

The CHAIRMAN. You did not have the 60-day cancellation clause in the contract of the preceding year?

Mr. PILCH. No; we did not have the Taft-Hartley Act, either.

The CHAIRMAN. Did the act itself create some reason for making the 60-day cancellation clause applicable?

Mr. PILCH. We proposed the 60-day termination clause because the act itself provided for a 60-day termination of contract.

The CHAIRMAN. You mean the act provides that within 60 days of the termination of the contract you will give notice of your desire of changing say the provisions of the preceding contract?

Mr. PILCH. Or termination.

The CHAIRMAN. Or termination of it?

Mr. PILCH. Yes.

The CHAIRMAN. But is that the provision you wanted to have in it?

Mr. PILCH. We wanted the 60-day termination in that particular document.

The CHAIRMAN. But the law as it stands now merely means the 60 days prior to the end of the contract? For instance, your contract here was what—for 1 year?

Mr. PILCH. That contract was for a year, yes.

The CHAIRMAN. That would mean that on August 22, a notice would be given of the cancellation or termination of this contract which is dated October 21, inasmuch as that would be 60 days prior thereto. You would give the notice of your desire to terminate or to change the terms? Is that the type of a 60-day notice clause you wanted in at the end of the year, or a 60-day termination clause?

Mr. PILCH. At any time.

The CHAIRMAN. A 60-day termination clause at any time?

Mr. PILCH. That is right.

The CHAIRMAN. You did not have that in your preceding contract, did you?

Mr. PILCH. No; we did not find it advisable.

The CHAIRMAN. I see. Go ahead, Mr. Pilch.

Mr. PILCH. Then after the effective date of the law, the 22d, we met again on several occasions. We submitted a 60-day notice and

requested meetings for the purpose of negotiating conditions of employment.

The CHAIRMAN. That was the regular 60-day cancellation or termination clause?

Mr. PILCH. That was the regular 60-day clause.

The CHAIRMAN. That you had at the end of the year? That was as of August 22?

Mr. PILCH. That is right.

The CHAIRMAN. All right, go ahead.

Mr. PILCH. And then we had meetings after that date for the purpose of trying to negotiate conditions of employment. We spent many hours trying to get the publishers to negotiate conditions of employment, and, of course, our attempts were just nil.

The CHAIRMAN. What do you mean by conditions of employment? Was that a part of your original proposal, your conditions of employment?

Mr. PILCH. That was one of our proposals, yes. When the 60-day notice was given to the publishers it stated in there that we wanted meetings for the purpose of negotiating conditions of employment.

The notice itself contained that language—to discuss and negotiate.

The CHAIRMAN. Yes, and they met with you for that purpose, is that correct?

Mr. PILCH. They met for that purpose but we did not get very far with it.

The CHAIRMAN. Well, can you state what caused your meetings to come to a standstill or what caused you not to be able to complete your agreement?

Mr. PILCH. So far as conditions of employment were concerned, the publishers did not want to discuss or negotiate them because the language contained in the conditions of employment, according to their interpretation, was construed as a unilateral action. Of course, we did not construe it as a unilateral action.

The CHAIRMAN. Who was present at the first meeting, do you recall?

Mr. PILCH. Which meeting are you talking about?

The CHAIRMAN. After you served your notice and had your meeting?

Mr. PILCH. The 60-day notice?

The CHAIRMAN. Yes.

Mr. PILCH. I am not certain. I don't know who was present for the publishers in their entirety. We had our regular three-member negotiating committee.

The CHAIRMAN. Who was that?

Mr. PILCH. John Rhoden, N. C. Burns, J. T. Rose, Vice President Girard and myself.

The CHAIRMAN. You don't recall who represented the publishers at the time?

Mr. PILCH. Well, the best of my knowledge is that Mr. O'Keefe was the secretary of the publishers' association; Mr. Grumhaus and Mr. Antrim for the Tribune; Mr. Griffin for the Sun and Times; Mr. Courtney of the Herald-American and Mr. Woodard representing the Daily News.

The CHAIRMAN. Did you have a secretary keeping the minutes of that meeting?

Mr. PILCH. No.

The CHAIRMAN. All right, go ahead.

Mr. PILCH. Well, we just kept notes for our own use, and, of course, we know that the publishers kept a lot of minutes, so-called minutes, but we did not accept them as such. They were very busy writing.

The CHAIRMAN. Well, they are used to doing that. That is their business, I think.

Mr. PILCH. Yes. Continuing, we attempted to try to have the publishers negotiate with us on conditions of employment. On approximately October 20 we submitted conditions of employment with complete provisions of wages, hours, and working conditions. The publishers refused to negotiate those or accept those.

The CHAIRMAN. Was there any change in that, Mr. Pilch, from the contract that we have here of October 21?

Mr. PILCH. The changes were additional wages, decrease in hours, increased vacations, et cetera, but the provisions contained in those conditions of employment, other than those that were in violation of the law, practically were taken out of the previous contract.

The CHAIRMAN. What do you mean by violations of the law?

Mr. PILCH. The language contained in there. Well, we just did not put any of them in that might be construed as violations of the law. We did not have anything in there with relation to closed shops.

The CHAIRMAN. In your preceding contract don't you always have a provision in there with that intent? That is, that it is in accordance with the law and not any intent to violate the provisions of the law?

Mr. PILCH. Not here. We have not had any State laws or any other laws that it has been necessary to refer to anything like that before.

The CHAIRMAN. I mean, when you made your contracts in the past you naturally made them in accordance with the law and there was never any attempt to violate the law, was there?

Mr. PILCH. No; we had no State or Federal laws that we had to worry about when we were negotiating previous contracts.

The CHAIRMAN. You felt in this particular case that the law that had just been passed made it necessary for you to make some changes in your contract, is that right?

Mr. PILCH. Well, we were discussing conditions of employment.

The CHAIRMAN. Yes.

Mr. PILCH. And we specifically stated that we were not going to violate any State or Federal law.

The CHAIRMAN. That was right in your proposal?

Mr. PILCH. Yes; we will have copies of it.

The CHAIRMAN. Yes, go ahead, Mr. Pilch, that is what I want to know.

Mr. PILCH. Later on—or the following day—we submitted to the publishers a document which had for its heading the word "Agreement," and we submitted that to the publishers and told them that if we could agree then we would sign an agreement. The provisions as to wages, hours, and working conditions, with the exception of the top portion, we attached those to this agreement form, commonly known as P–6 (a), but the publishers even refused to negotiate that.

The CHAIRMAN. What was the statement with respect to that, if any, if you recall?

Mr. PILCH. Their statement?

The CHAIRMAN. Yes.

Mr. PILCH. They felt that they could not accept it because they termed it a 60-day contract.

The CHAIRMAN. In other words, instead of it being a contract for a year as it had been prior to that time, it would just constitute a 60-day contract. Is that correct?

Mr. PILCH. That is their construction. We construe it as a 60-day termination date. The 60-day provision of the law was being applied to that particular thing and it could have gone on for months or years.

Their construction is that it was a 60-day contract and we put the construction on it that it was a 60-day termination period.

The CHAIRMAN. Let me see now, so that we have a clear picture as to how the law applied here. Prior to that time you did have a contract for a full year with the 60-day provision at the end of the year. Is that correct?

Mr. PILCH. No, not in prior contracts. We had a year or sometimes they run longer than that.

The CHAIRMAN. I see.

Mr. PILCH. The provisions for opening at one time was 4 months and this last provision was 3 months. We had no actual provision for strict termination of any contract. I don't believe we ever used it so far as the newspaper publishers were concerned, that is, any notice of definite termination.

The CHAIRMAN. Was there any statement as to why you wanted this contract changed to make it cancellable or make it terminate in 60 days or any time?

Mr. PILCH. We wanted to follow the law.

The CHAIRMAN. I mean, is that really what you said to them?

Mr. PILCH. Well, the law provides for a 60-day notice of termination and so that is the reason that it was proposed.

The CHAIRMAN. You understand the law is quite clear throughout? It shows that it considers the contract for a year?

Mr. PILCH. Does it say that in the law, "for a year"?

The CHAIRMAN. The language of the law does indicate that, doesn't it?

Mr. PILCH. I cannot read it in there. I have never been able to read any length of contract in the law.

The CHAIRMAN. It indicates that. I mean didn't you notice that in the law it seems to indicate that it was not for the purpose of changing any prior agreements that the union or the employer would have?

Mr. PILCH. I don't get that construction out of it.

The CHAIRMAN. I see. You felt that you were following the law in asking for the 60-day provision?

Mr. PILCH. Yes; definitely.

The CHAIRMAN. All right. Go ahead, Mr. Pilch.

Mr. PILCH. A few days after the submission of this agreement form, during all of this period of time, we requested the publishers to submit to us proposals in complete form which they had never done. They had never offered an increase in wages during any of the meetings that we have had or during any of the times that we were meeting.

They offered to negotiate wages, but never offered to increase our wages in any determined amount. The offer to negotiate was predi-

cated on their definite and immovable proposition that we first sign a 1-year contract and then negotiate the substance of it. We had no way of knowing what was to be negotiated because they had never set it down in writing. It was always a skeleton without knowing what the substance would be.

The CHAIRMAN. In other words, the impasse at that time seems to be the difference between the year's contract and the 60-day contract?

Mr. PILCH. Well, perhaps you can term it that way. They never moved from their position that they wanted a 1-year contract. They never negotiated that. They would not even negotiate that. They say you agree to that and then we will negotiate.

The CHAIRMAN. Was there anything that came up that caused distress or that had arisen that caused you to change the preceding contract?

Mr. PILCH. It was evident to us that they distrusted us completely. They wanted a 1-year contract without any doubt. They never changed that position.

The CHAIRMAN. That was the length of the preceding contract, wasn't it?

Mr. PILCH. Yes; that was the length of the preceding contract.

The CHAIRMAN. Was there any discussion as to whether you might have distress with that provision and that is why you wanted the 60-day cancellation clause? What was the purpose of the 60-day termination clause?

Mr. PILCH. The purpose of the 60-day termination was to protect the interest of our own people.

The CHAIRMAN. Well, would you mind explaining that? Would you mind stating just fairly briefly what you mean by that so we will have a fair picture of it?

Mr. PILCH. So that our members could operate and function as individuals in accordance with the Taft-Hartley law in case anything occurred that might be construed to their detriment while they were working.

The CHAIRMAN. Go right ahead, Mr. Pilch.

Mr. PILCH. At that point then we reached an impasse and we notified the international president that we had reached a deadlock, and shortly thereafter the international president came into the picture.

The CHAIRMAN. In other words, up to that time the international was not in it at all; is that what you mean?

Mr. PILCH. You mean physically?

The CHAIRMAN. Any part of it, directly or indirectly?

Mr. PILCH. Well, the local unions of the international union have to comply with all of the laws of the international union in the making of a new agreement. That has been the history for many, many years.

The CHAIRMAN. Yes, but I mean you carried on your negotiations yourself?

Mr. PILCH. That is correct.

The CHAIRMAN. You are following the laws of the international and you do not bring the international in at any time until you fail?

Mr. PILCH. Until we come to a point where we feel there is a deadlock.

The CHAIRMAN. And will you state now why you feel the deadlock was on at that time? Will you give us the full reason for the deadlock?

Mr. PILCH. The full reason for the deadlock was we could not agree with them on the proposal which was incomplete. We had nothing to work on. We just come to a point where they would not discuss anything or negotiate anything that we had proposed and they just stood on that one position.

Before they would negotiate or do anything further we had to agree to their term of contract, so we came to that point without reaching an agreement on anything and there was just no use in going on any further. The deadlock had been reached.

The CHAIRMAN. In other words, their counterproposal amounted to a statement that before they would go any further they would have to have a year's contract similar to what they had before; is that the point you mean?

Mr. PILCH. Well, the language was agreed to a contract for 1 year and then—well, we have copies of the proposals or so-called proposals that they submitted which will give you the full language of what I have been trying to explain.

The CHAIRMAN. We will get those afterward, so that we will have the whole picture right along when the papers are filed.

Mr. PILCH. Yes, sir.

The CHAIRMAN. Go ahead from when you called in the international, what took place then?

Mr. PILCH. From then on the meetings were held, I believe, starting on November 10 and continuing for 5 days.

The CHAIRMAN. When did the international first come in?

Mr. PILCH. The first meeting that they participated in was November 10.

The CHAIRMAN. Then you had already passed your October 21 date of the contract, hadn't you?

Mr. PILCH. Oh, yes. We had negotiated locally for 4 days; well, 3 of the 4 days after the contract had expired locally and they said at the end of that week, we just came to a deadlock.

The CHAIRMAN. How many meetings had you held up to that time, approximately?

Mr. PILCH. About 13 meetings. Three were under the auspices of a Commissioner of Federal Mediation.

The CHAIRMAN. Conciliation service?

Mr. PILCH. Yes.

The CHAIRMAN. Is that about the same way you held it every other year?

Mr. PILCH. The number of meetings, you mean?

The CHAIRMAN. Yes, similar number?

Mr. PILCH. Yes, approximately. Well, I don't know how many, but we had 13 meetings.

The CHAIRMAN. But you reached that point with absolutely nothing accomplished; is that correct?

Mr. PILCH. We could not come to any agreement, so nothing was accomplished, evidently.

The CHAIRMAN. What took place when the international came in?

Mr. PILCH. Well, I think that properly might be covered by President Randolph.

The CHAIRMAN. I would like to have your opinion or your picture, if you were present, so that your theory of the case is complete.

Mr. PILCH. We had five meetings that week and the five meetings were taken up with discussions on most of the grounds that had been covered in the past, that is as to what happened locally because of the fact that the publishers themselves or their personal representatives and attorneys were present at those meetings and they were not present at the meetings that were carried on locally.

The agreement form that we had submitted was gone into. The agreement form from its first section to the last section was explained to the publishers by the international officers and the publishers submitted a proposal in the nature of a proposition that was designed to permit the Chicago Federation of Labor executive board to arbitrate the differences. That, of course, was not acceptable and the executive council of the international union prepared an answer to that which they will submit to you in documentary form.

The CHAIRMAN. The Chicago office of the American Federation of Labor?

Mr. PILCH. Yes.

The CHAIRMAN. That they were to submit it to them on the part of both parties for final arbitration in the case?

Mr. PILCH. For arbitration as to whether or not there would be a contract and, if so, what would be contained in the contract except wages? They did not offer to submit wages to the Chicago Federation of Labor for arbitration.

The CHAIRMAN. You mean the publishers were willing to submit it to the Chicago Federation of Labor for their decision after the time of the contract?

Mr. PILCH. Yes; they were willing to do that.

The CHAIRMAN. What did you do about that?

Mr. PILCH. Well, we did not accept that because it involved the principles of the policy of the international union. The Chicago Federation of Labor or the American Federation of Labor could not take it upon themselves to determine a policy of our international union.

They would not submit anything to us on a problem of their own and we would not submit anything to them. We have a right to self-government.

The CHAIRMAN. Just like another union passing on your rights, is that what you mean?

Mr. PILCH. Yes. It is just like the Congress of the United States submitting to the legislature of Alabama something that would concern the entire country.

The CHAIRMAN. Or vice versa?

Mr. PILCH. Yes; or vice versa.

The CHAIRMAN. All right, go ahead.

Mr. PILCH. During that time the international officers attempted to secure a complete proposition with regard to wages, hours, and working conditions and the publishers remained adamant. They would not submit any complete document until and unless the union agreed to a term contract.

In fact, they would not even negotiate anything else, the substance or wages or anything else until they got their way so far as an agreement was concerned. That was their position throughout those meetings.

The CHAIRMAN. When was the last meeting held with the international before any strike vote was taken?

Mr. PILCH. The last meeting was held during the week of November 10—about the 14th, I believe, of November.

The CHAIRMAN. That was the way the last meeting terminated, just the way you described it.

Mr. PILCH. Well, there was another proposition submitted by the publishers.

The CHAIRMAN. What was that?

Mr. PILCH. The proposition submitted for 1-year agreement and a proposed termination period of 60 days in addition to a 10-day period for discussion on different phases that might come up due to the provisions of the Taft-Hartley Act.

The CHAIRMAN. You mean a provision for a year with a 60-day termination at any time?

Mr. PILCH. Yes, but only on certain features. The language indicated that if any dispute arose involving the law then we could discuss it for 10 days and then either party could terminate on 60-days' notice.

The CHAIRMAN. Isn't that substantially what you were asking for in the first instance?

Mr. PILCH. No. We wanted a complete 60-day termination provision without any strings attached to it.

The CHAIRMAN. So you refused that offer?

Mr. PILCH. That has never been offered to us individually because that was offered to the international union and then the publishers brought in a subject concerning another local union which is affiliated with the international union, the mailers union.

The CHAIRMAN. What was that?

Mr. PILCH. The proposition that they asked the international union was to consider and accept before the 60-day provision could be considered, a bona fide proposition. In other words, that proposition was contingent upon the international accepting this particular proposal with reference to the mailers.

The CHAIRMAN. What was the full substance of that proposal?

Mr. PILCH. The publishers proposed, if I can recall it correctly, that the union agree to hire nonunion people in the mailing room at straight time rates, which had for its purpose not paying the regular employees time and a half. I believe they wanted that during the peak loads, as they call it.

The CHAIRMAN. In other words, they wanted to increase the number of mailers so that they would not keep the same men at overtime, is that what you mean?

Mr. PILCH. That is approximately what it was; yes.

The CHAIRMAN. Aren't there enough mailers in the union to take care of that?

Mr. PILCH. I don't know anything about the mailers. That is another local union.

The CHAIRMAN. In other words, that provision was made contingent on the acceptance of a year's contract, that is what you mean, is it not?

Mr. PILCH. No, the other proposition was made contingent on the international accepting that particular mailer proposition.

The CHAIRMAN. Which could not have been made to you as a local?

Mr. PILCH. No, it could not have been made to us as a local, because the mailers have a local of their own.

The CHAIRMAN. Go ahead, Mr. Pilch. Is there anything further?

Mr. PILCH. And the discussion ended on that day, on that Friday, with both sides agreeing that a complete deadlock had occurred.

The CHAIRMAN. Then what did you do, if anything?

Mr. PILCH. We kept on working and then the international executive council submitted a report on their part of the negotiations to a meeting of our union on November 23.

The CHAIRMAN. What was the substance of that?

Mr. PILCH. It was a report on the entire week of negotiations.

The CHAIRMAN. Setting forth just about what you said?

Mr. PILCH. Setting forth the position that had come out of the negotiations and then the local scale committee and officers recommended that the union adopt a wage scale of an increase of $14.50 for day workers and $15 for night work. That was voted upon by secret ballot and the members accepted it by a vote of 1,672 to 12.

The CHAIRMAN. Did that involve the same number of hours and all?

Mr. PILCH. That was just on wages. And then the scale committee requested authorization of the union to request sanction for a strike to enforce the scale that had been adopted by the union.

The members voted unanimously for that recommendation and then we received authorization from the executive council to take a strike vote. All members of the union were notified and the vote took place on November 24, starting at 6 p. m. and ending at 8 p. m.

The CHAIRMAN. Didn't your question of strike involve your whole negotiation that you had been carrying on, or were carrying on?

Mr. PILCH. The question of strike involved wages only.

The CHAIRMAN. How would that be brought about? I don't understand.

Mr. PILCH. The members all voted to adopt a scale. That is nothing new.

The CHAIRMAN. Did you negotiate with the employers on that matter, then?

Mr. PILCH. No; they refused to negotiate on wages. They never would talk about wages at all.

The CHAIRMAN. I mean, after you adopted the scale?

Mr. PILCH. We sent them a notice and we told them that the union had adopted that scale and unless they paid it by a certain time or an answer was received that they were going to pay it, then our men would be withdrawn in accordance with the vote they took on withdrawal.

The CHAIRMAN. Had you ever adopted that procedure before at any time, that same type of procedure?

Mr. PILCH. Yes; that is not a new procedure. That has been done before. The employers call it mandating a wage scale.

The CHAIRMAN. Had it ever been done with these particular publishers between the same groups at any time in the past that you can recall?

Mr. PILCH. I think it was probably done for 40 years prior to the time they had contracts here.

The CHAIRMAN. Right in the same local and with the same publishers?

Mr. PILCH. Yes. All wage scales prior to what they call collective bargaining and contracts now were adopted by the union prior to 1892, I imagine, or something like that.

The CHAIRMAN. In other words, prior to the passage of the National Labor Relations Act, called the Wagner Act, you proceeded just about the same way as you proceeded in this particular case, all the time making contracts, and the National Labor Relations Act, when it was passed, did not change your procedure at all, did it?

Mr. PILCH. No; it did not change our procedure.

The CHAIRMAN. You carried on the same procedure from the time of that act up until the present time of this act that was just passed recently?

Mr. PILCH. Yes.

The CHAIRMAN. That was the first time you felt it necessary to make a change in your procedure; is that correct?

Mr. PILCH. That is correct.

The CHAIRMAN. Is there anything else that you wish to say before Mr. Kersten asks you some questions?

Mr. PILCH. I would like to say for the record that our members, by secret ballot, voted 2,330 to strike or to force the wage increase that had been adopted and only 61 against.

The CHAIRMAN. They were willing to take those increased wages, you mean?

Mr. PILCH. They were willing to strike to obtain that increase.

The CHAIRMAN. Mr. Kersten, do you have some questions?

Mr. KERSTEN. Yes. Mr. Pilch, what would you say is the heart of this dispute between your organization and the publishers?

Mr. PILCH. Presently?

Mr. KERSTEN. Yes.

Mr. PILCH. We are on strike for wages only, right now.

Mr. KERSTEN. Is there any other matter that stands in the way of settlement between your organization and the publishers than wages?

Mr. PILCH. Well, there are not any matters pending. The publishers have withdrawn all proposals. They have not offered any suggestion or proposal of any nature to us to try to solve this question.

Mr. KERSTEN. They have not explicitly refused to pay the wages that you have requested, have they?

Mr. PILCH. Yes; they refused to pay them.

Mr. KERSTEN. Was it that they just did not give you a response, or did they absolutely turn you down on those wages?

Mr. PILCH. They said they would not pay it. They indicated that the wage scale adopted was a mandated wage scale and they would not go along on anything that was mandated.

Mr. KERSTEN. Or did they perhaps take the position that they would not agree to these wages until certain conditions precedent happened, that is, until you entered into a contract; was that it?

Mr. PILCH. Their position at all times was that they would not negotiate anything until we first agreed to a 1-year contract.

Mr. KERSTEN. Well, wasn't there running through these negotiations, from the commencement of them, the question as to whether or not a new agreement would have the provision regarding a closed shop in it?

Mr. PILCH. I don't understand your question.

Mr. KERSTEN. I will try to rephrase the question: Wasn't there running through all of these negotiations the question of whether or

not a new agreement would contain a provision regarding the closed shop? Wasn't that a feature of your negotiations?

Mr. PILCH. Well, if I understand your question, are you indicating that we tried to get an agreement from them for a closed-shop provision?

Mr. KERSTEN. Yes.

Mr. PILCH. We never tried to get a provision for a closed-shop agreement from them. We knew that we could not sign any agreement. It was prohibited under the act to sign any closed-shop agreement.

Mr. KERSTEN. Then you take the position or you state to us, Mr. Pilch, that the substance of the difficulty was that the union made various proposals, or made its demand as to wages and conditions of employment and the publishers always took the position that they would not negotiate until you first agreed to a 1-year contract?

Mr. PILCH. That is correct.

Mr. KERSTEN. And later came these demands in regard to the increase in wages which you say the publishers turned down?

Mr. PILCH. They would not negotiate. They just would not negotiate wages at all until we first agreed to their term of contract.

Mr. KERSTEN. Well, then, would this be true, that if you could get the publishers to negotiate the question of wages, would you on the basis of your new proposal, and you satisfactorily came to an agreement as to wages, say that you then would have resolved all of your differences, and you would be back to work and the strike would be over; is that it?

Mr. PILCH. I think I indicated before if we could come to some agreement according to our proposal, naturally, we would sign the agreement, any agreement that we could agree to.

Mr. KERSTEN. When you use the phrase "condition of employment," is that comparatively a new phrase?

Mr. PILCH. No.

Mr. KERSTEN. That has been developed?

Mr. PILCH. No.

Mr. KERSTEN. Have you used that all through the years so far as your negotiations are concerned?

Mr. PILCH. It has been used before and it was in use in many cases prior to the passage of the Taft-Hartley Act.

Mr. KERSTEN. If you do get together on the question of wages then you could, in your opinion, undoubtedly sign up a contract and resolve this dispute; is that correct?

Mr. PILCH. If we can agree, we will sign.

Mr. KERSTEN. Agree on wages, is that it?

Mr. PILCH. If we can agree on an agreement we will sign that agreement.

Mr. KERSTEN. That certainly would be true, but the more pointed question is if you can agree on wages, in your opinion, would you be able to successfully conclude your agreement and sign it up?

Mr. PILCH. Well, I don't think you could get that from the publishers. They have refused that all along.

Mr. KERSTEN. I am trying to get your opinion, Mr. Pilch. Is it your opinion from these negotiations that if you could agree on wages there would be no other difficulty in consummating an agreement or signing an agreement?

Mr. PILCH. Well, so far as the present situation is concerned, we are on strike for wages, but there are a lot of other things, of course, that would have to go into an entire agreement.

Mr. KERSTEN. Surely.

Mr. PILCH. Those are things which we have been trying to negotiate under conditions of employment and under the agreement form that we submitted. It does not make any difference, under the form of an agreement, if we could agree as to wages, because then we would sign that agreement if they would agree with us and we could agree with them.

Mr. KERSTEN. Are there any other points of serious dispute besides the points of wages?

Mr. PILCH. Right now there is wages only.

Mr. KERSTEN. Has that been the situation pretty generally through the negotiations commencing in July? I mean has there been any other major point of dispute?

Mr. PILCH. We have not discussed anything. We have not even discussed wages. They would not discuss them. Their discussion so far as they are concerned is "Sign a 1-year contract and we will negotiate all of the other things."

Mr. KERSTEN. As I understand it now, you were desirous of complying with the new law and that was one of the reasons that you incorporated the 60-day provision in your proposal; is that right?

Mr. PILCH. That is right. The law provides for a 60-day termination.

Mr. KERSTEN. Do you know, Mr. Pilch, whether or not in your negotiations, either your local or the international insisted on a closed-shop provision in the contract?

Mr. PILCH. We never insisted on it. We knew that we could not sign a closed-shop provision with employers; we know that.

Mr. KERSTEN. You were desirous, or your organization was desirous, of complying with the laws of the international in submitting your proposal to them before they were submitted to the publishers; isn't that correct?

Mr. PILCH. That has always been done.

Mr. KERSTEN. That is the practice?

Mr. PILCH. Yes.

Mr. KERSTEN. In other words, all of your activities as a local were always in accordance with the laws of the international; is that right?

Mr. PILCH. That is right.

Mr. KERSTEN. And you were careful not in any way to violate either the letter or the spirit of the laws and regulations of the international; is that correct?

Mr. PILCH. That and the laws of the land and the State, too.

Mr. KERSTEN. And likewise in your negotiations you did not seek to avoid the laws of the United States, did you?

Mr. PILCH. What do you mean by avoid?

Mr. KERSTEN. Avoid or disregard them.

Mr. PILCH. We complied with all of the provisions of the act so far as our negotiations were concerned and we never asked the publishers to do anything that would put us, either one of us, in violation of the law.

Mr. KERSTEN. How far apart were you on the question of wages? Can you give me any information without going into detail?

Mr. PILCH. They offered absolutely nothing and we proposed a wage increase predicated on 20 percent over the previous wage rate.

Mr. KERSTEN. Can you give me their specific response to that proposal? Do you recall what they specifically responded?

Mr. PILCH. "Can't accept it."

Mr. KERSTEN. Did they indicate that they would not give any increase?

Mr. PILCH. They said they were willing to give us an increase, but they did not say how much and never have yet.

Mr. KERSTEN. I see.

Mr. PILCH. Never would negotiate whether we had a dollar coming or 80 dollars.

Mr. KERSTEN. Specifically, their proposal was that you must first agree to a 1-year contract; is that right?

Mr. PILCH. That is right.

Mr. KERSTEN. You did not accept that because you wanted what, other than that?

Mr. PILCH. We wanted to negotiate on conditions of employment, or P–6 (a), an agreement form. We submitted a complete document in the way of conditions of employment, and also with the agreement form, and they have never yet, as a basis for negotiations.

We never mandated it. We submitted those as a basis of negotiations. We always have.

Mr. KERSTEN. And their counterproposal you termed as a kind of skeleton proposal as not containing all of the elements involved; is that it?

Mr. PILCH. That is right.

Mr. KERSTEN. Substantially, what was their counterproposal?

Mr. PILCH. Their counterproposal was first agree—they wanted us to agree on a 1-year contract and some of them contained the proposal that the present provisions of the contract remain in effect other than those that are in conflict with law and then if we agree with them, then they would negotiate wages. That is the substance of their proposal.

Mr. KERSTEN. The union here is desirous of entering into an agreement and terminating this difficulty; isn't it?

Mr. PILCH. Why, surely.

Mr. KERSTEN. In your opinion what would be the first practical step in that direction?

Mr. PILCH. Well, if the publishers submit us a complete proposal I think we can get down to business.

Mr. KERSTEN. Do you feel that they might do that?

Mr. PILCH. I don't know. You better ask them. They have said "No" to us a long time.

Mr. KERSTEN. So all you are waiting for now is their proposal, and if you get that you will start negotiations in earnest; is that right?

Mr. PILCH. Well, we have been trying to negotiate in earnest. We have had two meetings called by Mayor Kennelly in trying to resolve the question, but you see they have withdrawn all of their so-called proposals. They have not left anything on the table for us at all. They are isolated right about now. I mean we have not got a thing from them.

Mr. KERSTEN. Have you withdrawn your original proposal, too?

Mr. PILCH. No; we have never withdrawn anything.

The CHAIRMAN. Mr. Busbey is a resident member, being the Representative of the Third District of Illinois, and as such, when we have a hearing in any city, as a resident member, we welcome them to the hearing and ask them to participate.

At this time are there any questions that you would like to ask, Mr. Busbey?

Mr. BUSBEY. I hate to take up the time of the committee on a question that seems so fundamental here. I do not quite understand this difference between the year contract and the 60-day-termination-clause contract.

Mr. Pilch, if the publishers would offer you a contract or an agreement that provided for a year's termination with a 60-day clause, at the 60 days just prior to the termination, would you consider it?

Mr. PILCH. We negotiate it. We negotiate everything.

Mr. BUSBEY. With the year's contract?

Mr. PILCH. We would consider it. We would consider any proposition that we have.

Mr. BUSBEY. I understand that you were insisting on a 60-day termination.

Mr. PILCH. Yes; but your first question is, Would we consider it? We consider all proposals, and we negotiate all proposals.

Mr. BUSBEY. But you have insisted up until now on a 60-day-termination clause?

Mr. PILCH. Yes; they considered it, too, and they refused it. We are in the same position.

Mr. BUSBEY. That is only a 60-day contract, isn't it?

Mr. PILCH. No; no; 60-day-termination notice.

Mr. BUSBEY. Let me see if I understand it right.

Mr. PILCH. That might be a technical application. That is the application that the publishers put to it. Sixty-day termination is just the same thing as they use in their advertising. You know if people don't take advantage of the advertising, why the publishers say in 30 days it is canceled. They use the same term but then the advertiser may be with them for 40 years and they still have the same 30 days in there.

Mr. BUSBEY. Let us take this for an example. You rent an apartment from an owner of a building, and you say to him that you want a contract or a lease that you can cancel or terminate at the end of 60 days. Would you consider that that landlord had a contract or a lease for longer than 60 days, as long as you could cancel it at any time on 60 days' notice?

Mr. PILCH. It would be as long as no one took advantage of the 60-day notice.

Mr. BUSBEY. You could take advantage of canceling your notice?

Mr. PILCH. Most of the landlords here take advantage of their own 60-day notice.

Mr. BUSBEY. He has a 60-day lease, in other words, because you could walk out on him at the end of 60 days.

Mr. PILCH. I would be in the same boat because most of them have a lease with a termination notice. They may leave you there 7 months or 7 days and give you notice.

Mr. BUSBEY. I think most of the leases run for a specific period of time with a 30-day notice.

Mr. PILCH. That is what I thought when I rented, too, but I was in one place for about a year and a half, and I thought I had another half year to go, but the landlord gave me notice to move, and I moved. The judge told me to get out, even though I had 6 months to stay there.

Mr. BUSBEY. You would agree, though——

Mr. PILCH. So it was not a 2-year lease. It was only a year and a half.

Mr. BUSBEY. You would agree that if you had this 60-day termination lease that you are insisting upon that you could walk out at any time, or the union could walk out at any time on 60-day notice?

Mr. PILCH. That is not correct. We don't contemplate that the union will walk out. The 60-day notice is a termination of whatever agreement that is existing; in other words, in order that our members individually may do what they can do under the law.

Mr. BUSBEY. Well, you don't contemplate that, but it would not prohibit you from doing that, from walking out at any time on 60-day notice?

Mr. PILCH. Workers can quit at any time, for that matter. The law does not prevent them from quitting.

The CHAIRMAN. There is just one point I would like to clear up with you, Mr. Pilch. I mentioned the National Labor Relations Act as it stood before and as it stands now. You understand that it is still a National Labor Relations Act?

Mr. PILCH. It is? I thought it had a new name.

The CHAIRMAN. No; just an amendment. They call the amendment the Labor-Management Relations Act, 1947.

Section 8 (a) (3) of the Wagner Act provided that—

> It shall be an unfair labor practice for an employer by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization.

In the present act we have those very same words. There is a proviso under the Wagner Act which says that nothing in the act or as amended from time to time shall preclude an employer from making an agreement with a labor organization that would require as a condition of employment membership therein.

In the present act we have exactly the same proviso except that it does provide that there shall be a 30-day period of time before an employee becomes a member of an organization provided that they have arranged by their vote for this union shop.

Can you say how that was involved, those provisions were involved in your contract now when they were not involved since the passage of the Wagner Act, which provides practically the same thing?

Mr. PILCH. That does not provide the same thing as we had before, the union shop.

The CHAIRMAN. What is your understanding of the difference between the two?

Mr. PILCH. The understanding of the difference?

The CHAIRMAN. Yes.

Mr. PILCH. Well, under our previous contract the employer hired only members of the typographical union.

The CHAIRMAN. Is there anything to stop them from still doing that?

Mr. PILCH. Not that I can see.

The CHAIRMAN. I mean inasmuch as there is nothing to stop them from still hiring them, what is the difficulty?

Mr. PILCH. The difficulty on what?

The CHAIRMAN. With respect to that. Even before the Wagner Act the employer always hired union men, didn't they, members of local 16, to do the work?

Mr. PILCH. We never had anything other than closed shop. They always hired members.

The CHAIRMAN. Now, you are using terms and I am trying to get down to facts. You mentioned before the term of a year, and I mentioned what the act might have said without using the word "year." The act does not use the words "closed shop," does it?

Mr. PILCH. No; it is lawyer's language; means the same thing, prohibiting it.

The CHAIRMAN. I don't know.

Mr. PILCH. That is my determination.

The CHAIRMAN. What is your understanding of the difference between the National Labor Relations Act as it was before this year and as it is now?

Mr. PILCH. Well, it prohibits employers and unions signing closed-shop agreements as they had before.

The CHAIRMAN. I just read it to you to show that you had exactly the same prohibition in the previous act as it has now.

Mr. PILCH. Exactly the same prohibition? You mean we were violating the law for a long time and did not know it?

The CHAIRMAN. I don't know.

Mr. PILCH. I can't get it. You say the law prohibited closed-shop agreements before the Wagner Act?

The CHAIRMAN. You are using the words "closed shops" and I use the words "prohibit an employer from either encouraging or discouraging membership in the union."

The present act does the very same thing. It prohibits them from either encouraging or discouraging them in the union. The only difference that was placed in it was the 30-day provision, the 30-day working time before a man, for instance, a new man, would actually have to become a member of the union. What is your understanding of the difference between that and what was done before?

Mr. PILCH. Well, all of our contracts had the provision that the employers hired only members of the union. You are talking about the union shop now. The employer can hire anyone whom he pleases, we know that, and we can't stop him from doing that. He can hire a union or nonunion man. The law indicates that he can't discriminate against anyone because he is a member of the union or because he is not.

The CHAIRMAN. There was a time when you did not have any agreements with the employer in the past, that you went along on understandings, some time in the history of your organization.

Mr. PILCH. We have always had closed shops.

The CHAIRMAN. What do you mean by closed shop?

Mr. PILCH. Only members of the union work in the shop. Prior to contracts, only members of the union worked in shops that had a union foreman and paid the union wages and hours and working conditions.

The CHAIRMAN. Let me see if I understand you right.

If the newspaper requested of you, you would send over a man to work on a machine; is that right?

Mr. PILCH. Yes.

The CHAIRMAN. Suppose you did not have a man available?

Mr. PILCH. When?

The CHAIRMAN. When they request one.

Mr. PILCH. Then they would work the others overtime.

The CHAIRMAN. You mean, regardless of how many men they would need, they would simply work them overtime if you could not supply them with any men?

Mr. PILCH. They have not asked us for any help for years. We have always furnished them sufficient help. As long as I have been an officer of this union I have never gotten a request from any newspaper for help.

The CHAIRMAN. What leads you to believe there would be any difference now in your relationship with each other? What do you mean by that? What makes you believe there would be any difference now if you were to sign a contract with each other?

Mr. PILCH. They told us when I asked a question about whether they felt we ought to work a nonunion man and they said "Yes," and that leads me to believe they would hire them.

The CHAIRMAN. Who said that?

Mr. PILCH. The publisher.

The CHAIRMAN. Who made that statement?

Mr. PILCH. Mr. O'Keefe.

The CHAIRMAN. You said that he wants you to work with nonunion men?

Mr. PILCH. I asked him this question: Do you believe we should work with nonunion men? And he said "Yes."

The CHAIRMAN. How did that happen to come up?

Mr. PILCH. It came up in the discussion. I thought I would ask him the question to see what he had to say about it.

The CHAIRMAN. Were you speaking about composing room employees or somebody else?

Mr. PILCH. Our discussions were on the employees that we were representing.

The CHAIRMAN. In the composing room?

Mr. PILCH. Yes, in the composing room.

The CHAIRMAN. He was referring to the composing room when he said you should work with nonunion men?

Mr. PILCH. I asked him the question whether or not he thought we should work with nonunion men and when I said "we" I was talking about members of our union and employees employed in that composing room.

The CHAIRMAN. You mean he said if you went ahead under the contract that they would employ nonunion men?

Mr. PILCH. No, I did not say that.

The CHAIRMAN. It amounted to the same thing.

Mr. PILCH. That was my construction. I figured from his answer that meant to me that they would hire them.

The CHAIRMAN. That meant to you that they would not go along under the same conditions as you previously followed throughout the years?

Mr. PILCH. What other construction could I get from it, although they protested that they would like to go on under the same conditions. Naturally they many times indicated that they would like to go along and we did too. That is the reason we tried to get them to see our position so we could go along.

The CHAIRMAN. You understand that throughout the country, in the testimony that has been submitted where unions were not exactly the same as yours—the high type of your union—that men would often be left out of unions—that is the testimony that was given—without a fair hearing or for unfair purposes and that they would be completely unable to obtain a position in the same work throughout the entire country? Are you aware of the fact that that has taken place? Not in your union.

Mr. PILCH. No; I don't know whether it is a fact or not.

The CHAIRMAN. If that were a fact you would not like to see it exist, would you?

Mr. PILCH. We have always been an open union. We have taken in probably about 40,000 people in the last 5 years.

The CHAIRMAN. I have a high respect for your union and you don't have to tell me. But I wanted you to get the picture, if you knew what was taking place throughout the country.

Mr. PILCH. I have been too busy here to try to find out what they were doing in other parts of the country.

The CHAIRMAN. Had you any doubts in your own mind while you were in these negotiations that these publishers would change their policy with you in any way from what it had been in the past?

Mr. PILCH. We did not expect them to.

The CHAIRMAN. Was there any statement outside of what you just mentioned a moment ago that would indicate that they would?

Mr. PILCH. They indicated recently that they have had applications from people for work. Of course I don't know whether they attempted to find out whether they were members of the union or not.

The CHAIRMAN. You understand the provision of the law that I was referring to, there is a section that provides that the employer—and I will read the language to you—

That no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has reasonable grounds for believing that such membersip was not available to the employee on the same terms and conditions generally applicable to other members.

Would you be against a thing of that kind? The fact that a man should be rejected and not get work if he did not have the same opportunities that were given to other men who were members of the union?

Mr. PILCH. As I say, we are not a closed union. In fact we invite people who are competent in the trade to join our union. We don't stop them. They make application and we consider every application and we submit them to a test to see whether or not they can come up to our standards.

The CHAIRMAN. Can't you see by the wording of that law there that it was aimed just at unions that were not doing what you were doing?

Mr. PILCH. It possibly was.

The CHAIRMAN. I was wondering if you saw that and knew that to be the fact, so it could not affect a union that was doing the things that you are doing. Were you fully aware of that?

Mr. PILCH. We probably were, but there are a lot of employers that don't care for unions even in our business.

The CHAIRMAN. I am not worried about other employers or other unions, but I am worried about a fine union like yours and a fine group of employers like this group that got along so well through the years. I am trying to see if there was any misunderstanding of this law with respect to that point. That is all.

Mr. PILCH. They understand our union just as we understand them. They know that we would function in the same manner as we have for 95 years.

The CHAIRMAN. Is there any reason in your mind to believe that they would not?

Mr. PILCH. None other than the statements that were made.

The CHAIRMAN. Just that statement you mentioned before?

Mr. PILCH. Yes.

The CHAIRMAN. It sounds like an unfortunate statement, doesn't it?

Mr. PILCH. I don't know whether it is unfortunate or not.

The CHAIRMAN. That is what motivated you?

Mr. PILCH. That is what made me suspicious.

The CHAIRMAN. I think that covers it.

Mr. KERSTEN. I would like to ask you a question.

Mr. Pilch, is there any portion of this new law that you can think of that has in any way interfered with your negotiations this time as compared to any previous time?

Mr. PILCH. I don't know of anything in the law that has prevented negotiations. We have tried to negotiate under this law as well as under any others.

Mr. KERSTEN. I want to ask you, Mr. Pilch, as a man who has had a lot of experience and leadership in union organizations, is there anything in this law that pertains to your union that would harm it in any way?

Mr. PILCH. Yes. I don't like the law.

Mr. KERSTEN. Tell me what the main objection is that you have to it?

Mr. PILCH. It prevents us from functioning as we have for 95 or 100 years.

Mr. KERSTEN. In what respect?

Mr. PILCH. It prevents us from reaching an agreement with employers to hire only members of our union. That brings up a lot of possibilities. There are so darn many that it just isn't possible to go into it from memory.

Mr. KERSTEN. I understand it.

Mr. PILCH. I have read the thing dozens of times and every time I read it I find something else that I don't like.

Mr. KERSTEN. But the chief thing you say you don't like is the provision that rules out the closed shop indirectly?

Mr. PILCH. And then there is the other provision which you call secondary boycott in there that makes our people rat on one another.

Mr. KERSTEN. The chief criticism that you have, though, is it pertains to the closed shop; that is it, isn't it?

Mr. PILCH. The second one is just as important as the first one.

Mr. KERSTEN. In other words, you believe that you should have the power to conduct a secondary boycott; is that right?

Mr. PILCH. No, not the power. No, we believe we ought to have the right to live and that our one member should not be forced to produce work in place of another member who is out on strike.

Mr. KERSTEN. In other words, where there is a dispute between one craft or one employee and management, you think it proper that other crafts within the same union should have the power or the privilege of conducting a strike, is that right, so as to solve the situation between the first two?

Mr. PILCH. I just don't get your reasoning there.

Mr. KERSTEN. In other words, you think it proper that unions do have the power to conduct a secondary boycott?

Mr. PILCH. The right to conduct it?

Mr. KERSTEN. Yes.

Mr. PILCH. Not conduct a boycott in the manner that I think you are trying to reach. Just for an example. I am what they term "a job man." I work in a commercial office and if the newspapermen are out on strike the newspaper employers send work over to that shop and I have got to work on it while my brother member is out on strike; that is something that I don't want to do, and I don't think that unions ought to be forced by any law to have their members work on work to cut the standards of other people who are trying to get a reasonable increase, or whatever they are trying to get in the way of conditions that are reasonable.

We just don't believe that. We think we have a right to live and protect the other members of our organization. If my brother gets in trouble I go to help him, and in this case, under the Taft-Hartley Act, I can't go to help him in any way other than I have the individual right to quit my job if I don't want to work on the stuff. I can tell the boss I don't like it, or any term I might use.

Mr. KERSTEN. In other words, Mr. Pilch, where there is a dispute between one employer and his employees, and in the case of another employer and his employees there is no dispute, but if the product of the first group enters into the work of the second, you want the second group of employees to be able to strike because of the dispute in the first; is that right?

Mr. PILCH. Not to strike, but we want the right to refuse to handle that work just the same as the employer has the right to refuse any work that he wants to refuse.

Mr. KERSTEN. Besides the secondary boycott and closed shop, is there any other provision that is outstanding in your mind that you do not like or that affects your union in any way?

Mr. PILCH. Well, at this point that is about all I care to say about it.

Mr. KERSTEN. As to the closed-shop provision, just how would that affect your union in a bad way? How would that affect your union under the present law?

Mr. PILCH. Under the present law?

Mr. KERSTEN. Yes.

Mr. PILCH. Well, nonunion people—you know we are not 100 percent organized in our industry—nonunion people would infiltrate, and there just would not be much we could do about it if we had to work with them. It certainly would not give us any protection to maintain our organization.

Mr. KERSTEN. Of course you understand that the present law provides for the union shop, don't you?

Mr. PILCH. I understand that.

Mr. KERSTEN. So if the publisher did employ a person that did not belong to the union, and if you had a union-shop contract, that person would have to join the union after 30 days; you understand that, don't you?

Mr. PILCH. It possibly would be a person that we would not want.

The CHAIRMAN. Just at that point, Mr. Pilch. You understand the law in section 8 (b) (1) puts the provision—

Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein.

Are you familiar with that?

Mr. PILCH. Yes.

The CHAIRMAN. So there is absolutely no way for a firm or anybody to state that you would have to take men in unless they did not come up to your standard?

Mr. PILCH. Yes, but then we could not insist on him being fired as long as he wanted to pay dues.

The CHAIRMAN. Yes, but you have a different situation.

Mr. PILCH. He would not be a member.

The CHAIRMAN. That no employer shall justify discrimination against an employee in the first place where the person is not admitted on the same terms and conditions as other employees.

In other words, where there is a fully organized union that has qualifications for membership, the law says that they shall not be impaired in any way and the employer is merely given the power there to disregard and take a man if the union has refused to recognize him on some term or for some reason other than those upon which they accepted other men. Do you understand that?

Mr. PILCH. Suppose we had a so-called union shop and a man came in to work that was not a member of the union, and he was there 30 days and we did not want him?

The CHAIRMAN. How would he come in in the first place?

Mr. PILCH. You are talking about a union shop?

The CHAIRMAN. Yes.

Mr. PILCH. Well, how would he come in? He would come in to look for work and if he was hired, and he was not a member of the union under the union shop we would have the right to take him in after he had been an employee for 30 days.

The CHAIRMAN. Is it your thought that the publishers are going to hire inefficient people to do the work?

Mr. PILCH. I am glad you term these nonunion people inefficient. That is all right. But what relation has your question to the union shop and the publishers?

The CHAIRMAN. The point I am trying to get from you is whether or not, for instance, when they hire a person, certainly they are going to hire an efficient person and one who is competent enough to be a member of your union, so they would not in any way, as the law says, interfere with your rules and regulations.

Mr. PILCH. Suppose he was competent?

The CHAIRMAN. Is there any reason why you would not take him?

Mr. PILCH. Maybe he had ratted on us. Certainly we would not want him.

The CHAIRMAN. What do you mean by ratted?

Mr. PILCH. Maybe he was a strikebreaker or maybe a jailbird or something else.

The CHAIRMAN. Let me see if I get the picture.

Mr. PILCH. He could be competent and still no good morally so far as we are concerned.

The CHAIRMAN. Let us take the picture the other way. Let us say, not that your union would do it, but let us say you put a man out of the union unfairly for no good reason——

Mr. PILCH. We never put anybody out of the union unfairly.

The CHAIRMAN. Let us assume it. Let us assume that that is a fact—that man came in for employment—and let us assume that there was another man who had been discharged from several places for inefficiency that was a member of your union. Which one do you think might be better qualified to fill that particular position?

Mr. PILCH. Well, of course, that is a question. I have been fired from certain jobs.

The CHAIRMAN. For inefficiency?

Mr. PILCH. Sure.

The CHAIRMAN. I doubt that; not you.

Mr. PILCH. Let me point out that in the provisions of our contract and the provisions of our laws it provides that a foreman has the right to determine a man's competency within a 10-day period. I would like to give you this illustration:

Suppose, for instance, I work in what they call an agency ad shop. We have different types of shops. I go into a shop where I know the work is of a different type than I had been used to. I went in there and the foreman after 7 days said to me, "Well, you just can't get along on this work," and out I go.

I am not sore at him. I just go back to the place where I know I could do the work. We have many different classifications of work, and that is what can happen.

Just as a matter of illustration, let me point this out: In the newspaper publisher thing Mr. Marshall Field announced that he was going to purchase the Times. His work was being produced by the Daily News. At that time there were several of our people who were down on the priority list but they had jobs, what we termed situations, on the News. There were seven of them that left there. They had situations. They covered the period where they were termed "competent" and they went over to the Tribune and in 3 or 4 days' time five of them were fired because the foreman figured that they were incompetent, though on the News they were O. K. That is what can happen.

The CHAIRMAN. I was just thinking of it from the opposite picture. For instance, men like yourself, as an illustration, who may have had that happen to you; you were not inefficient because someone did that; and then the union might have thrown you out, although you are a capable workman, and you come in to get a job, but the union won't let you in on the same terms and conditions as others.

Should you be completely shut out from your work for the balance of your days and have to take another type of job? Do you think the workmen should be subject to that kind of treatment?

Mr. PILCH. If I was not sufficiently competent——

The CHAIRMAN. I am assuming that you are.

Mr. PILCH. And of good moral character; if I was not, I would not want to be working in the industry and I would not want to be a member of the union, and I would go out and drive a truck or something else.

The CHAIRMAN. I am assuming that you are and most of these men are competent. Would you want a situation where a person could be shut out from their work for all time?

Mr. PILCH. In our industry they would not be.

The CHAIRMAN. In your industry they have not; but there are plenty of others in the United States that they have been, and we have been trying to help those people.

Mr. PILCH. There are exceptions to the rule.

The CHAIRMAN. Unfortunately, there is a bad situation here. I am trying to straighten out some misunderstanding.

Mr. KERSTEN. Mr. Pilch, to carry on one more idea here. Who do you think should have the right of hiring an employee, the union or the employer?

Mr. PILCH. Well, it all depends. Are you speaking strictly?

Mr. KERSTEN. Just generally speaking.

Mr. PILCH. We always give the employer the right to hire.

Mr. KERSTEN. You believe that the employer should have the right of hiring the employee; is that right?

Mr. PILCH. We never thought anything different. The foremen in our composing room always hire and they are the representatives of management.

Mr. KERSTEN. Isn't it true, Mr. Pilch, that the essential difference between the closed shop, as it was prior to this new law, and the union shop which this new law provides, the right of employment is maintained and kept with the employer and under the closed shop very frequently unions did the employing; isn't that true?

Mr. PILCH. They still do.

Mr. KERSTEN. When you say "they" whom do you mean?

Mr. PILCH. Some unions, they still do. Their contracts have been signed since the act was passed and they provide for hiring through union halls, as I understand them.

Mr. KERSTEN. Do you think as between the employer and the union that the employer should have the right to do the hiring?

Mr. PILCH. In some cases it is better for the industry if the union hires them.

Mr. KERSTEN. Would you say in your case that the ITU feels that it is better that it should at all times do the hiring?

Mr. PILCH. I will let the ITU speak for itself. I will speak locally. I think the employers recognize the fact that our standards of membership and apprenticeship are such that they believe we should have a voice in the hiring of the people through our foremen.

Mr. KERSTEN. But when it comes to a deciding voice as to who should make a decision as to whether or not a certain man should be employed, who, in your opinion in regard to your local, should have that right?

Mr. PILCH. The employer always has the right and that is through the foreman, who is the representative of management.

Mr. KERSTEN. All right, then, if that is your feeling so far as the local is concerned, why doesn't the union shop as this law provides do everything that you want done?

Mr. PILCH. Well, it does not. It would take me, I believe, 2 or 3 hours to go into it. I do not have the thing in front of me.

Mr. KERSTEN. I understand it is a complicated situation.

Mr. PILCH. First of all we are not eligible for the union shop. The union shop is not given to us. An election only provides that we can negotiate for it and that is all.

Mr. KERSTEN. The only difference between the union shop and the closed shop is that the employer does the hiring in the case of the union shop. In other words, he hires the man and 30 days after he is employed he must join the union. That is the provision of the union shop.

Mr. PILCH. Suppose he does not?

Mr. KERSTEN. If you have a union-shop contract he must.

Mr. PILCH. Suppose the union does not want him, then what happens?

Mr. KERSTEN. If the union does not want him, it then comes to the question as to who should decide about the employment of this man.

Mr. PILCH. That is right. The union shop then gives the employer the right to keep that guy even if the union does not want him.

Mr. KERSTEN. But the union shop provides that the employer does the hiring. Are you saying that you think that the local should do the employing?

Mr. PILCH. No, we don't say that. I don't say that. But the question I asked or the query that I raised was, suppose the union does not want an employee after he has been employed for 30 days and the employer wants him, then what happens?

Mr. KERSTEN. Then under the union-shop contract he would be able to maintain his job, provided he pays his dues.

Mr. PILCH. Yes.

Mr. KERSTEN. Isn't that your understanding of it?

Mr. PILCH. Yes, and then we would be working with a nonunion man. We did not take him into the union and he would be nonunion so far as we are concerned.

Mr. KERSTEN. In other words, you think you should be able to decide whether or not that man works in the plant?

Mr. PILCH. Well, the union shop makes us decide that in your illustration.

Mr. KERSTEN. Another thing you mentioned, Mr. Pilch, you thought perhaps some employers might hire a strikebreaker under the union-shop agreement or a Communist or somebody else that would try to break up that union.

Mr. PILCH. Yes.

Mr. KERSTEN. Do you honestly feel that this law permits that?

Mr. PILCH. I think it does.

Mr. KERSTEN. Are you familiar with section 8 (a) which prescribes unfair labor practices on the part of the employers?

Mr. PILCH. Yes, to some extent.

Mr. KERSTEN. And the very first one provides a prohibition against employers from interfering with, restraining or coercing employees in the exercise of the rights guaranteed in section 7.

Now, section 7 guarantees employees the right to self-organization and the very first part of the new law provides in section 1 that the policy of this law shall be such as to encourage the practice and pro-

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cedure of collective bargaining by protecting the exercise by workers of full freedom of association and self-organization.

Now, if the employer is bound to guarantee the rights of the employees to self-organization, isn't it clear to you that it would be an unfair labor practice for that employer to put somebody into the union that would break that very thing, that self-organization of that union, and if the employer did that, you as a union or a representative of the union could charge him with an unfair labor practice. Don't you see that?

Mr. PILCH. It would take 2 years to prove it and he would still be working.

Mr. KERSTEN. You see that that right is guaranteed under the new law, don't you?

Mr. PILCH. I have had my experience with the Wagner Act in relation to those particular phases. We have had plenty of experience here in this spot over on the lake, the Donnelley organization.

Mr. KERSTEN. One more question and I am through.

You rather concede or tell me that you believe the employer shall have the right to hire an individual. Who do you believe should have the right to fire an individual?

Mr. PILCH. Well, the employer has always had that right.

Mr. KERSTEN. You believe that the employer rather than the union should have the right to both hire and fire an employee; is that right?

Mr. PILCH. Sure that is O. K. with me.

Mr. KERSTEN. Isn't it your understanding that the new law providing for the union shop as it does guarantees that right to the employer just as I stated it, and nothing more?

Mr. PILCH. I believe it does.

Mr. KERSTEN. And it does not permit an employer to break up a union directly or indirectly by the practice that you referred to a short while ago?

Mr. PILCH. You say it does not permit it?

Mr. KERSTEN. Can't you see now that the new law does not permit an employer to attempt to break up a union by introducing into a union somebody that would be a strikebreaker or Communist or somebody else that would try to break up that union? You can see that?

Mr. PILCH. The law does not permit it perhaps, but the employers will do it just the same.

Mr. KERSTEN. There are bad employers just as there are bad union people. You find a fringe of bad people on both sides.

Mr. PILCH. You find the bad things in everything, regardless of where it is.

Mr. KERSTEN. But the law can be applied to either case and applied rightly?

Mr. PILCH. Well, I don't get the intent of the question. What do you want to get from me?

Mr. KERSTEN. There is nothing unfair in the law so far as I have read it to you, or so far as the rights that it gives the employers and the guaranties that it gives the union, is there?

Mr. PILCH. The language would indicate that, but the practice, of course, is something else again.

Mr. KERSTEN. We are just starting out on the practice of this law.

Mr. PILCH. You read a part of what was in the old Wagner Act, too.

Mr. KERSTEN. What I read to you was from the new act.

Mr. PILCH. That is right.

The CHAIRMAN. I read the old act merely to show you that the provisions were the same, Mr. Pilch, and I read the other parts to show what Mr. Kersten was bringing out that the employer's right to take that step is where he felt and had reasonable cause to know that the man was not being admitted to the union on the same conditions as others. If he did not know that, then he would be violating the law by hiring anybody but such a person, if he was trying to put him in there for the purpose of doing anything to hurt the union.

Mr. PILCH. That is a different interpretation.

The CHAIRMAN. We helped write the law and that is the purpose of that and we know what the purpose of it is and if the act is given a chance, when the court interprets it, it will be interpreted that way.

Mr. PILCH. We are giving it every chance possible.

The CHAIRMAN. I hope you will. I have always been proud of local 16 and I hope I will always continue to be.

That is all.

Now, because of the fact it is so late it is hardly worth starting another witness and so at this time we will recess until 2 p. m.

(Whereupon, at 12:15 p. m., a recess was taken until 2 p. m., same day, Monday, December 22, 1947.)

AFTERNOON SESSION

The CHAIRMAN. The hearing will now come to order, please.

Mr. O'Keefe, will you come forward, please?

Mr. O'KEEFE. Yes, sir.

STATEMENT OF JOHN F. O'KEEFE, SECRETARY, CHICAGO NEWSPAPER PUBLISHERS ASSOCIATION

The CHAIRMAN. Will you state your name, please?

Mr. O'KEEFE. John F. O'Keefe.

The CHAIRMAN. Where do you live, Mr. O'Keefe?

Mr. O'KEEFE. 3020 Normandy Place, Evanston, Ill.

The CHAIRMAN. What is your occupation or position?

Mr. O'KEEFE. Secretary of the Chicago Newspaper Publishers Association.

The CHAIRMAN. How long have you been secretary of the association?

Mr. O'KEEFE. About 2 years.

The CHAIRMAN. And prior to that time, what was your position?

Mr. O'KEEFE. I functioned in various capacities on the Daily News—business manager, vice president, and secretary of the association.

The CHAIRMAN. For how long a period?

Mr. O'KEEFE. About 10 years.

The CHAIRMAN. Ten years?

Mr. O'KEEFE. Yes, sir.

The CHAIRMAN. So you have been occupied in the newspaper business for how long a period of time?

Mr. O'KEEFE. About 12 years.

The CHAIRMAN. You were engaged, were you, in the negotiations during some of these years with the ITU?

Mr. O'KEEFE. Yes; about four of these years—four or five.

The CHAIRMAN. Or rather particularly the last few years?

Mr. O'KEEFE. Yes, sir.

The CHAIRMAN. So you are fully familiar with all of the negotiations and the type of contract which was entered into by the parties, and so forth?

Mr. O'KEEFE. Yes.

The CHAIRMAN. Will you now make a statement concerning just what had been done in prior years, what has been done this year, and what changes, if any, took place, and also in your own words answer any of the points which you heard Mr. Pilch discuss this morning?

If you state anything different than he has stated, he, of course, will be given an opportunity later to reply to anything you might have to say that is different than he has already stated.

Will you now make your statement?

Mr. O'KEEFE. Yes, indeed.

The general practice throughout the years and the past year has been for the union to write to the association on the opening date, as provided in the contract. For some years that was 4 months prior to the expiration date, but we changed it last year to 3 months. But the practice, as I said, was for the union to write a letter to the association indicating its desire to meet for the purpose of negotiating a new contract.

Most of the previous contracts, or the previous contracts over the last 7 or 8 years, at least, provided that after that notice was received that there should be a meeting within 10 days between the parties, and that within 35 days after that notice was served the party upon whom the notice was served would have an opportunity to present a counterproposal.

There were some years that the union, I think, would send its proposal with the notice; other years the proposal would be presented at the first meeting between the parties held within the 10 days after the notice was sent. Then negotiations would proceed.

The general practice was to dispose of general items, working conditions, and other clauses in the contract, and finally end up with wages or wages and hours as the last items to be settled. That was the general procedure.

This year, instead of receiving the regular notice from the union for a desire to meet for the purpose of negotiating a new agreement, this year's notice indicated that, because of the passage of the Taft-Hartley Act and its effect upon collective bargaining, the union desired to meet for the purpose of exploring the situation.

It indicated in that letter that the union might not want a contract.

Now, incidentally, I would like to state first that the issue, as stated by Mr. Pilch, the issue involved in this strike, as stated by Mr. Pilch, was wages. We disagree with that statement. We think the issue is whether wages, hours, or working conditions are to be included in a lawful agreement for a normal period, an agreement which sets forth the obligations and responsibilities of each side, and which offers the stability and the security which this industry needs and has had throughout the years.

The Chicago publishers have maintained in Chicago here wages, hours, and working conditions that are most satisfactory as compared with any other city in the country. We are willing to continue maintaining such wages, hours, and working conditions, but we must have a stable contract into which those hours, wages, and working conditions are going to fit, and I don't mean by that, by "stability," I don't mean a contract whose stability depends upon the publishers, you might say, winking at the law and guaranteeing a continuance of conditions which have prevailed in the past, but which are no longer, in our opinion, legal in the future, for so long as the present law is on the statutes.

The real issue in this whole situation, gentlemen, grows out of a national policy of this union. This policy is designed to continue the closed shop, to continue the right to refuse to handle struck work, or unfair work, and to continue unrestricted control over its jurisdiction.

Now, the local union—the officers of the local union and the officers of the international union—have told us that members of this union are not going to work with nonunion men; they are not going to handle struck work; and they are going to completely control the jurisdiction.

The CHAIRMAN. How did those conversations arise with respect to nonunion men?

Mr. O'KEEFE. How did they arise?

The CHAIRMAN. Yes.

Mr. O'KEEFE. Well, because of the change in the law. The law prohibits a closed shop, prohibits a contract, an agreement for a closed shop, which we have had and maintained for many years in this industry or on these newspapers.

The CHAIRMAN. Well, in view of the fact that the law does allow a union shop, how would the question of working with nonunion men arise?

Mr. O'KEEFE. We, of course, indicated our willingness to give a union shop, if the union wanted it or qualified for it and wanted it, but they indicated that they did not want the union shop. They wanted to maintain the closed-shop condition.

I would like, if you will give me the permission to do so, to trace this thing through its formation.

The CHAIRMAN. That is just what we want.

Mr. O'KEEFE. I would like to say one thing more: The local union has expressed to us a number of times that it is bound by this international policy, the policy of the International Typographical Union. This policy apparently was conceived shortly after the enactment of the Labor-Management Relations Act, and was later on confirmed as a collective bargaining policy by the union at its national convention held in mid-August and, as I understand it, it is to become a part of the general laws of the international union on January 1, 1948.

The practice is, I believe, that any new laws passed at the convention held in the summer of one year become effective as general laws at the beginning of the following year, but at the same convention they authorized that this collective bargaining policy go into effect immediately.

So I have got some documents here which I would like to refer to, and perhaps pass on to the committee for its information.

The CHAIRMAN. That will be fine.

Mr. O'KEEFE. This policy, incidentally, was promulgated throughout the local unions by a series of bulletins, some speeches, and so forth.

I would like to refer briefly to the policy, if I may.

The CHAIRMAN. What is that document?

Mr. O'KEEFE. This is the collective-bargaining policy adopted at the ITU national convention held in August.

The CHAIRMAN. Do you wish to read a part from there?

Mr. O'KEEFE. I will read a couple of excerpts from it and I will leave with the committee a complete copy, if that is all right.

The CHAIRMAN. For reference purposes?

Mr. O'KEEFE. For whatever use the committee cares to make of it.

The CHAIRMAN. Very well. We will mark it at this time, and we will call it publisher's exhibit No. 1 as of this date.

(The document referred to was marked "Publishers' Exhibit No. 1, December 22, 1947," and will be found in the files of the subcommittee.)

The CHAIRMAN. Go ahead.

Mr. O'KEEFE [reading]:

We express this belief despite the fact that ill-considered legislation has recently been enacted, the effect of which might easily be disastrous to labor-management relations.

The Labor-Management Relations Act does not compel the signing of contracts, and refraining from doing so is not a violation or evasion of the law. It will be our policy to refrain from signing contracts in order that we avoid agreeing, or seeming to agree, or voluntarily accepting the conditions created by such a relationship under the Labor-Management Relations Act of 1947.

And again (reading):

Upon the expiration of existing contracts, and until the laws above referred to are amended and free collective bargaining is again recognized, our members may accept employment only from employers who are willing to employ them under the "Conditions of employment" which the several unions adopt, after approval by the Executive Council of the ITU.

Now, I shall read one thing more here if I can find it. Well, it is a reference to the fact that the executive council has the authority to apply this or interpret the collective-bargaining policy.

The CHAIRMAN. That is the executive committee of the ITU?

Mr. O'KEEFE. The executive council of the international union.

The CHAIRMAN. Yes.

Mr. O'KEEFE. Here is a copy of that collective-bargaining policy.

The CHAIRMAN. Thank you. Go ahead.

Mr. O'KEEFE. At the convention at which the collective-bargaining policy was adopted, Mr. Randolph, the president of the ITU made several addresses. I would like to quote——

VOICES. Louder, please.

The CHAIRMAN. Read them out loud so that everyone can hear.

Mr. O'KEEFE. I would like to make a few quotations.

The CHAIRMAN. They might want to hear you in the back, too.

Mr. O'KEEFE. Thank you. I might read some quotations:

We have arrived at the point where, in spite of the nearly 100 years of successful operation, there have been outsiders, so to speak, in this industry—the National Association of Manufacturers, the United States Chamber of Commerce, and those legislators who follow their leadership blindly, who have seen fit, at least in the printing industry, to try to show the employers and the workers alike, that they know better how to run our business than we do. We doubt that. We not only doubt that, but we resent the impudence of their acts.

And again:

You now see just what they set out to do to us. They have set out to break open our closed shops. That means, they have set out to destroy our unions. They have set out to make you work with nonunion men any time the employer hires them. They have set out with the Taft-Hartley bill to force nonunion men in union shops. They have set out to force an NLRB determination of what jurisdiction your union shall exercise. They have set out to force you to work on nonunion products.

The CHAIRMAN. Well, that was more of a statement against the law, rather than against the publishers, wasn't it?

Mr. O'KEEFE. I would think so; that is right.

I won't refer to any more speeches. I shall now attempt to read from some of these exhibits through which the collective-bargaining policy, or through which this policy, some of these were issued prior to the convention, were promulgated through the local unions, and I would like to read briefly from a few of those.

Here is one dated July 1, 1947:

It does not appear at this time that we will want any collective-bargaining agreements under the new law.

The CHAIRMAN. First, we will mark this other document as "Publishers' Exhibit No. 2."

(Whereupon the document referred to was marked "Publishers' Exhibit No. 2, December 22, 1947," and will be found in the files of the subcommittee.)

Mr. O'KEEFE. Here is one dated July 17:

However, the hurdles and hazards of contracts with an employer under the responsibilities, restraints, coercions and handicaps of the Taft-Hartley law appear to make a contract entered into after August 22, 1947, wholly undesirable.

Now, here is one dated July 18, 1947:

A rock-bottom foundation must be built upon which our relations with employers must rest. In order to do so, we must have a clear understanding of our fundamental rights which remain inviolate under Taft-Hartley law or any State law.

Under date of July 22:

The so-called "union shop" mentioned in the Taft-Hartley law is a snare and a delusion.

Then again:

If you hook yourself into being designated bargaining agent under the law and then walk out when nonunion men are brought into your shop you will be charged with striking for an illegal purpose and you can expect injunctions to be slapped on you and damage suits for violations of contract to be started against your union—not the individuals thereof.

Now, here is another one——

The CHAIRMAN. How did these come to your attention, so far?

Mr. O'KEEFE. I received them from various sources. They were sent out, as I understand it——

The CHAIRMAN. They are bona fide, you know these statements had been made with reference to contracts that would be likely to be made with you?

Mr. O'KEEFE. Yes. We received them from various sources. They were sent out, as I understand it, to chapel chairmen and for posting in each chapel.

The CHAIRMAN. I see. Well, go ahead, Mr. O'Keefe.

Mr. O'KEEFE. Here is another:

For the first time in our history labor union agreements are contracts within the full meaning of that term. After August 22, 1947, many changes must be

made. You will be advised if we can devise a contract we can afford to write in view of the hazards of Taft-Hartley law labor relations.

Then again:

If and when we give you specific clauses or contract sections, do not agree to any change therein.

Then again:

The "framers" of that despicable Taft-Hartley law definitely kept ITU laws in mind as something the ITU will not "bargain" on. One "service bulletin" notes that our refusal might be construed as a refusal to bargain within the meaning of the law.

And there are a number of bulletins on union shops which I shall not read. I shall make copies available to the committee if they would like to have them.

The CHAIRMAN. Yes; I would; any part of that. We will just mark them later.

Mr. O'KEEFE. Here is one dated August 14, at a time when we were attempting to reach an agreement, which would continue the closed shop prior to August 22. This is dated August 14.

The CHAIRMAN. There was no question in your mind, was there, at the time but that if you were to arrive at a contract before August 22 that the law would give you a year to operate?

Mr. O'KEEFE. No question at all. I will explain to you what efforts we made, Mr. Congressman, to reach an agreement prior to August 22.

The CHAIRMAN. Yes.

Mr. O'KEEFE. But here I read this, because I shall explain later the union proposed or suggested what is known as Form A, which would be included in any contract or in any agreement reached prior to August 22.

The CHAIRMAN. Is that that same 6 (a) we were talking about?

Mr. O'KEEFE. No, Form A this is, but here is the statement of August 14.

Bulletin: Use Form A verbatim, no changes acceptable.

Here is another one:

The Taft-Hartley law will prevent your securing a closed-shop contract. The Taft-Hartley law will prevent you from excluding nonunion men. The Taft-Hartley law will prevent your refusing to handle struck work. The Taft-Hartley law will interfere with your jurisdiction over work.

Another one:

Follow the ITU policy no matter what happens. If it becomes necessary to leave your job, make no statement to employer, conciliator, or anyone else as to the reason. You will strike or quit work because you do not want to work for a particular employer or do not want to work at all; you will be refraining from working because you want to do so and for no other reason.

Finally here I find there are several more—here is one dated September 3 and it is headed:

Our offer in collective bargaining.
1. We propose that there be no signed, verbal, or any other kind of contract.

Incidentally, the instructions on this are:

Submit our offer consisting of two paragraphs as follows:
1. We propose that there be no signed, verbal, or any other kind of a contract.
2. We propose that the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the "conditions of employment" set by the union.

The second instruction reads:

Try to determine, through discussions, a fair price for our labor, giving due consideration to employers' arguments and ability to meet conditions which the union contemplates prescribing. Bear in mind that once the union, with approval of the executive council of the ITU, promulgates "conditions of employment" failure on the part of the employer to comply therewith will result in a declaration of a lock-out. Such declaration must also have the approval of the executive council.

Then there is this:

Our collective-bargaining policy, unanimously adopted by the convention, went into effect August 22, 1947.

Further on down it reads:

That policy can be successful only so long as local unions and employers fail to reach an agreement by the processes of collective bargaining.

The CHAIRMAN. These were after August 22, weren't they?

Mr. O'KEEFE. That one obviously would have been after August 22. I don't have the date. It says:

The collective-bargaining policy, unanimously adopted by the convention, went into effect August 22, 1947.

The CHAIRMAN. Now, prior to that time, what you are urging upon us now is that these statements which were made prior to August 22, influenced your judgment with respect to your actions in the case?

Mr. O'KEEFE. It confirms the definite opinion that we have that it was just impossible to reach an agreement at any time because of this collective-bargaining policy, because of the insistence that these conditions which the union did enjoy prior to the enactment of the law, unless we could guarantee in some way that they would be continued.

The CHAIRMAN. But what you have been reading so far would indicate a policy of not bargaining collectively, rather than of bargaining collectively.

Mr. O'KEEFE. That is correct. That is correct. We tried to bargain. We did everything we could to bargain and, as a matter of fact, I think these documents which I have read indicates or confirms the fact, in our judgment, that the union has not bargained, and it all ties in with this theory that wages are the cause of this strike.

The CHAIRMAN. But what you have been reading, though, you have not indicated was any communication directly to you? You are reading something that was supposed to have taken place somewhere else, but was not done through direct communication with you? Isn't that true?

Mr. O'KEEFE. In our discussions with the members of the local committee, many of these things were confirmed to us in one way or another.

The CHAIRMAN. You mean you took them and read them to someone?

Mr. O'KEEFE. No; we did not.

The CHAIRMAN. And confirmed them?

Mr. O'KEEFE. Well, I did read some of these at one meeting; yes. Some of those I shall refer to a little later.

The CHAIRMAN. Go head, Mr. O'Keefe.

Mr. O'KEEFE. But I think it demonstrates the program that has been set up here by the international union and which the local union indi-

cates to us that it is bound by that policy and bound by the laws of the ITU, and that that is the reason for our difficulty. I understand that is one of the things you wanted to find out.

The CHAIRMAN. That is exactly what we want to find out. Of course, until such time as we have a chance to check that with someone from the international we will have to assume that that is just a statement on your part that those things were said.

Mr. O'KEEFE. These were copies. They were not said verbatim this way. These were copies of documents sent out, instructions sent out by the union.

The CHAIRMAN. I see. Go ahead.

Mr. O'KEEFE. Here is one dated September 24:

> Follow ITU collective-bargaining policy no matter what happens.

Here is another excerpt from that document:

> Our fundamental freedoms are at stake in this struggle. It will be a fight in which we may lose a few skirmishes, but we will win the battle.

Then early, perhaps late in September, a document came out headed "Steps in collective bargaining." I wont read them all, but I shall refer to a few of them:

> Discuss only what pertains to wages, hours, and working conditions from the standpoint of their desirability and what might be good for both parties.

The CHAIRMAN. Well, that sounds like a fair statement, doesn't it?

Mr. O'KEEFE. Yes; it did, and that is one of the reasons why I read it.

Then this P-6 (a) form came out. That was early in October, I suspect, and along with that came several instructions. I will refer briefly to those:

> We therefore can easily comply with even Denham's idea of "good faith" by presenting a form of contract we will offer to sign if the employer will sign it.

Then it goes on further:

> The right to terminate on 60 days' notice is absolutely essential because—
> It puts the employer in a position where he is likely not to have union employees working for him if he hires nonunion men; if he brings in nonunion matter for you to work on; or if he tries to take away your jurisdiction.
> The reason we adopted a "no contract" policy was to protect ourselves against the above acts which the employer could perform to our destruction.

The CHAIRMAN. Up to that time had there been anything that you had said which would indicate that you were going to do anything of that kind?

Mr. O'KEEFE. No; we on a number of occasions indicated to the members of the local union committee that we had no desire to do anything that we could avoid doing that would injure the union in any way. We said that we were not going out looking for nonunion men. We indicated that there were circumstances which might present themselves when, in accord with our interpretation of this law, we may have to hire a nonunion man and, incidentally, that is where that question came up, that statement came up that Mr. Pilch referred to this morning. We were discussing that very thing, and he asked me, "Would you expect us to work with nonunion men?" and my answer was "Yes."

The CHAIRMAN. You were referring to——

Mr. O'KEEFE. If a nonunion man was hired under those circumstances, I said, "Yes."

The CHAIRMAN. But you were referring to the first 30 days under the union-shop provision of section 8 (a) (3). You were assuming, weren't you, that a union that was organized as well as this one would have no difficulty arranging for a union shop; isn't that true?

Mr. O'KEEFE. I knew that they would not accept the union shop, because I had already cleared that with them.

The CHAIRMAN. Well, then, your entire discussion from that point on would be outside of the law, wouldn't it, rather than within the law?

Mr. O'KEEFE. Why would it be outside the law?

The CHAIRMAN. If you were discussing what you were going to do under the provisions of something that was not a union shop, you were assuming that the union was not going to seek the protection of the law or to try to bring it within the law, and you were going to work entirely aside from the law. Wouldn't that be true?

Mr. O'KEEFE. No; we had no intention of working outside the law, Mr. Owens.

The CHAIRMAN. Well, what I mean by that is this, if you were to hire someone, and inform that person that within 30 days he would have to become a member of the union or else you would have to dismiss him; isn't that true?

Mr. O'KEEFE. If the union and ourselves had agreed to a union shop.

The CHAIRMAN. That is what I mean.

Mr. O'KEEFE. And they qualified for it. Oh, yes.

The CHAIRMAN. Was that discussed?

Mr. O'KEEFE. The union shop was discussed.

The CHAIRMAN. Yes; and——

Mr. O'KEEFE. And perhaps I should have read those bulletins to you. The international definitely pointed out the dangers of what they thought was the danger of the union shop.

The CHAIRMAN. Well, was that discussed with you by anyone?

Mr. O'KEEFE. We discussed it in some of our sessions; we suggested, "Why don't you take the union shop?"

The CHAIRMAN. Who did you discuss that with?

Mr. O'KEEFE. With the local committee.

The CHAIRMAN. And was there any statement as to why it was not acceptable?

Mr. O'KEEFE. No, sir; it was very definitely discussed. It was obvious to us; they made it quite obvious that they did not want the union shop.

The CHAIRMAN. Go ahead, Mr. O'Keefe.

Mr. O'KEEFE. I was talking about this contract form P-6 (a), which was proposed to us along the line and discussed.

The CHAIRMAN. Yes.

Mr. O'KEEFE. And here is a letter from Mr. Randolph, addressed to the officers and scale committee of all subordinate unions:

> The Contract Form P-6 (a) prepared for submission when employers insist on a contract contains ample reason for rejection by employers in the first paragraph, which provides for 60 days' termination. Do not change that limit.
> The other sections on the first page, (a) to (i), inclusive, are absolutely necessary. Do not change them in any way.
> This contract offer makes our "conditions of employment" form much more desirable by employers.

The CHAIRMAN. Well, were any of these articles given to the local prior to August 22?

Mr. O'KEEFE. No; this came in October.

The CHAIRMAN. Those were all after August 22?

Mr. O'KEEFE. All that I have read.

The CHAIRMAN. Yes. Were any given prior to the time that your contract was to be signed? That would be October 21?

Mr. O'KEEFE. Given by whom?

The CHAIRMAN. The international to the local, any of those mandatory instructions?

Mr. O'KEEFE. Some of them went out as early, I think, as July 1.

The CHAIRMAN. I see. Go ahead.

Mr. O'KEEFE. They followed right through up to—in fact, one came out the other day. I shall read one paragraph from a document dated October 7, which we think is very significant:

The scale negotiating committee will bargain with the employer to determine if the employer will meet the requirements of the union as expressed by the membership in general terms. No definite commitment on any single provision or section of any proposal of the employers or contained in any expired agreement should be made. The negotiating procedure will be for the scale committee to draw from the employer a figure and other conditions which will not be resisted to the extent of a lock-out. If such estimate by the committee is agreeable to the union then the conditions and provisions in the "conditions of employment" shall be filled in or pasted onto the printed form.

The CHAIRMAN. Will you give us a copy of that document?

Mr. O'KEEFE. Yes, sir.

The CHAIRMAN. Who is that signed by?

Mr. O'KEEFE. Woodruff Randolph, president of the ITU.

I have one more that I should like to read. This is a post card, Bulletin 106——

The CHAIRMAN. Dated when?

Mr. O'KEEFE. December 15, 1947:

Some employers are trying to hook local unions with "gentlemen's" or verbal agreements. Beware of such schemes and remember contracts cannot be legally entered into unless and until approved by the ITU executive council. Don't forget a verbal agreement is, under the T-H-L, the same as a signed contract. Read again the collective-bargaining policy unanimously adopted by the Cleveland convention.

The CHAIRMAN. That statement, you would say, is quite correct under the law, wouldn't you? I mean, with regard to the fact that a verbal agreement——

Mr. O'KEEFE. I will read the last part again:

Read again the collective-bargaining policy unanimously adopted by the Cleveland convention.

The CHAIRMAN. Yes.

Mr. O'KEEFE. That is a no-contract policy and a policy indicating that members will only work under unilateral conditions of employment, or conditions of employment, rather.

The CHAIRMAN. You indicated right along, from what you have said, that you wanted under section, I believe, 8 (d) that the collective-bargaining agreement was to be placed in writing, which was your right to have under the act; is that correct?

Mr. O'KEEFE. We were insisting upon a lawful agreement for a normal term.

The CHAIRMAN. I see. In other words, the term that you had previously adopted prior to that time?

Mr. O'KEEFE. That is right.

The CHAIRMAN. Yes.

Mr. O'KEEFE. Now, as I indicated before, the purpose of this policy, as expressed by not only the local officers, but by the international officers, was to continue the closed shop, continue the practice of refusing to handle struck work, and to continue the present unrestricted right to determine or expand its jurisdiction.

Now, the methods of accomplishing that objective were as follows:

One would be no contract. No contract at all, just merely an agreement on wages. In that event, in the event of such an arrangement, there would be no responsibility on the part of the union; that could be canceled at will.

The conditions of employment. It is a form prepared by the union and I would like to refer to the preamble of the conditions of employment.

This schedule of the conditions of employment, as hereinafter stated, is in no wise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to obtain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

Now, I will skip a couple of paragraphs:

Failure on the part of any employer of members of the union to provide such employment at the standards set forth in these conditions will be evident such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lock-out.

The CHAIRMAN. Wouldn't that indicate to you—it seems to indicate to me—that they are mandatory statements to take the place of collective bargaining?

Mr. O'KEEFE. This is a unilateral agreement presented to us for discussion early in September, the understanding being that we would merely discuss some of the clauses or some of the subjects to fill in some of the blank spaces here. For instance, wages, hours, working conditions, or wages, hours, vacations, et cetera, and they would be filled in.

There would be no agreement, and the purpose of this—the reason I am referring to all of these is to attempt to show that the purpose of the conditions of employment, or the no-contract, either of which could be canceled without any notice, or the P–6 (a), which came later, which could be canceled on 60 days' notice, was to put the union in a position where, if an incident occurred which threatened the closed shop, the right to handle struck work, or the jurisdiction, they could create an economic issue and strike on the economic issue.

The CHAIRMAN. It sounds like——

Mr. O'KEEFE. In other words, it would presumably be a legal strike, but actually, I believe, a subterfuge.

The CHAIRMAN. The way you are describing it, it sounds like what we call a cold war. Is that actually the way you entered into your negotiations for collective bargaining?

Mr. O'KEEFE. No, no; indeed not. These came along toward the end, that is right, we were told those things.

The CHAIRMAN. I see.

Mr. O'KEEFE. The union knows that it cannot strike on a so-called Taft-Hartley issue, so it wants to be in a position to create an economic issue.

The CHAIRMAN. Yes.

Mr. O'KEEFE. I mention all these things because, when the union says the strike is over wages, actually the strike is over this story, this whole problem that I have been trying to put before you.

The CHAIRMAN. Well, see if I get this right: From what you are trying to infer there, the union is not particularly desirous of whether they have the protection of the act or not, but if they do go out on an economic strike, that would be under the guise of a real reason rather than the fact of an avoidance of the terms of the act. Is that what you are telling me?

Mr. O'KEEFE. The real issue would be the closed shop, struck work, and jurisdiction.

The CHAIRMAN. Yes; I see.

Mr. O'KEEFE. The camouflaged issue would be an economic one, the wage issue.

The CHAIRMAN. Go ahead, Mr. O'Keefe.

Mr. O'KEEFE. Well, I would like to tell you now about our efforts to reach an agreement.

The CHAIRMAN. Go ahead.

Mr. O'KEEFE. When the negotiations were opened in July—July 30 was our first meeting—we were informed that the union was bound by a policy laid down by the ITU, that it was their intention to avoid the Taft-Hartley law, and they indicated to us that if we wanted to continue contractual relations with them we, too, would have to ignore the Taft-Hartley law.

The CHAIRMAN. Well, what did you say?

Mr. O'KEEFE. We said, my opening statement to the union was this, that we had had a long relationship going back for about 55 years, and it was our intention to try to continue that relationship and even improve it, if possible; that we could proceed on one or two bases—one, to try to reach an agreement by August 22, which would include and continue the closed shop for a year, or, failing that, to try to reach an agreement after August 22 that would take effect October 21 when the old contract expired.

At that first meeting the union representatives handed us what they called Form A. It said, as a matter of fact, what the president of the union did, he read six clauses from the so-called Form A to us, and said that those clauses would have to be included in any contract that was renewed prior to August 22.

For instance, the Form A provided for a 60-day termination. Form A provided that if any one clause in the contract was declared illegal the entire contract was void.

We asked if the struck-work clause of the old contract would have to be continued. They said it would.

So for those two reasons we indicated at one of the subsequent meetings that we could not accept Form A, first, because of the illusory period of 60 days and second, because it was foolish to agree to an invalidation clause when we already knew one clause in the contract was illegal or felt that it was illegal.

There was some difference of opinion as to the legality of several of those clauses, and finally, on August 13 we presented a proposal to the union in which we offered to extend the present contract for a year, with the addition of one clause, that neither side should interpret the terms or conditions of the contract so as to violate any Federal law.

We added next that we would negotiate wages and finally, in the last paragraph of that, merely changed the date of the proposal, we said we would negotiate any clause in that contract. We said that we would meet night and day, if necessary, to arrive at an agreement.

Now, under that, that would have included the closed shop. It would have retained the struck-work clause in the contract, and it would have retained the law's recognition clause. We recognize the ITU general laws, and make them a part of our contract, so far as they govern on things not referred to in the contract.

Some of those ITU laws we thought were illegal, but I explained at the time I offered that proposal that, rather than get into a long discussion of what was legal and what was not legal, let's continue these clauses in the contract, but put this saving clause in that neither side would interpret the terms or provisions of the contract so as to violate any Federal law.

Mr. KERSTEN. When was that?

Mr. O'KEEFE. That was August 13, 1947.

Mr. KERSTEN. Who was present?

Mr. O'KEEFE. That was submitted in writing, and I shall be glad to furnish a copy of that letter.

Mr. KERSTEN. I would like to see that.

The CHAIRMAN. That would have been quite a complete agreement, carrying everything forward another year, wouldn't it?

Mr. O'KEEFE. That is correct.

The CHAIRMAN. And give you both a chance to see what would be taking place under the act?

Mr. O'KEEFE. That is right.

The CHAIRMAN. Will you mark this as Publishers' Exhibit No. 3?

(The document referred to was marked "Publishers' Exhibit No. 3, December 22, 1947," and will be found in the files of the subcommittee.)

Mr. O'KEEFE. Immediately after that was submitted, the president of the union said that he did not think they could accept it—he didn't think the Indianapolis office would allow them to accept it—but he would let me know after checking it with the international office.

He called me back within 3 or 4 hours. He said that the answer was, "Absolutely no," and that any contract agreed to that would be effective before August 22 must contain the conditions as outlined in Form A completely, without change.

I don't know whether you would like to see that Form A or not.

Mr. KERSTEN. I would like to see that; yes.

Mr. O'KEEFE. Here it is.

The CHAIRMAN. Two sheets. Mark the document as exhibit No. 4.

(Form A, referred to, was marked, "Publishers' Exhibit No. 4, December 22, 1947" and will be found in the files of the subcommittee.)

The CHAIRMAN. Go ahead.

Mr. O'KEEFE. Then we were informed—that was presented at the August 13 meeting and from there on we were told that there could

be no contract and no meeting of the minds, and for the next several meetings, one meeting just between the union representatives and ourselves, and four meetings under the auspices of the Conciliation Service, the discussion went back and forth that way.

We were insisting upon a legal agreement, we said written or oral, written or verbal, which was in accord with the law, and which offered a possibility of a meeting of the minds.

The CHAIRMAN. In other words, as I have it now, up to this time and prior to August 22, the publishers were willing to enter into an agreement to carry everything forward for another year under the old terms, but you insisted upon some provision in there to indicate that you were not attempting to violate the law?

Mr. O'KEEFE. That is correct, sir. And incidentally, a week before we presented that proposal, we completed an agreement with the photoengravers' union, and as we completed it, I referred to the struck work clause in that contract and I said that I thought it was illegal. The president, the international president of that union said, "I think it is, too."

So I suggested eliminating it.

Mr. KERSTEN. Who was it who said that?

Mr. O'KEEFE. Mr. Boles, the president of the international for the photoengravers' union, and he said, "No; let us put a saving clause in," and the clause we agreed on is something similar to the one which we proposed to the typographical union about a week later, on August 13.

The CHAIRMAN. In other words, what you were doing there was stating that you were trying not to violate a law, but if any particular clause violated a law you were both willing to have it eliminated from the contracts? Is that what you were trying to do?

Mr. O'KEEFE. No; as a matter of fact, we had some discussion about legal questions, and we would take the position that our advice, perhaps, was—well, we insisted that we were going to depend upon the advice that we received and the union representatives insisted upon following the advice that they were receiving. We just were not getting together on what was legal and what was not legal, so in making that proposal I tried to avoid that discussion and just leave an obligation on both sides that neither would interpret the terms or provisions of the contract so as to violate a law.

The CHAIRMAN. In other words, while you felt that you could go along with the closed-shop provisions for another year without any difficulty, that if anything arose which might be a violation of section 8 (b) (4)—that is the secondary boycott provision—that that might put you in trouble; is that the idea?

Mr. O'KEEFE. That is right.

The CHAIRMAN. I see.

Mr. O'KEEFE. The next proposal the publishers made was on October 17.

In the meantime the union had given us the conditions of employment, the preamble of which I have already read to you, which indicated that it could not be construed as an agreement and could not be interpreted as involving a meeting of the minds.

But finally, on October 17, we proposed a continuation of the present contract, so far as it was legal, for 1 year, and indicated, if we could agree on the fundamentals of that, then we would discuss wages, and the reason we put wages last, particularly, was because of this clause

which I read to you from the ITU Bulletin, which instructed the members of the union to get the wage question out on the table, find out how far the employer is willing to go rather than submit to a lockout, and then place that figure in the blank space in the conditions of employment.

The union turned down that proposal.

Finally, the old contract expired on August 21, and we met August 20, and the union presented us with the conditions of employment.

The CHAIRMAN. You mean that was the time for the 60-day notice?

A VOICE. That was in October.

The CHAIRMAN. Were you talking about October 20 rather than August 20?

Mr. O'KEEFE. October 21 was the expiration date of the contract.

The CHAIRMAN. Yes.

Mr. O'KEEFE. We received from the union on August 21 a 60-day notice of termination of the agreement.

The CHAIRMAN. I see. Then you talked about October 20, the day before the final——

Mr. O'KEEFE. Well, it really expired at midnight of October 20.

The CHAIRMAN. Yes.

Mr. O'KEEFE. There was a union meeting the day before, they approved conditions of employment with a wage scale of reducing day and night hours to 6½ and establishing a wage scale of $102.60 for day work and $112.86 for night work, and $117.86 for third shift work.

The CHAIRMAN. What about the hours before?

Mr. O'KEEFE. Seven and one-quarter hours day and night, 6 hours for the third shift. That remained unchanged in this proposed conditions of employment.

The CHAIRMAN. That would be the inconvenient shift, I suppose?

Mr. O'KEEFE. That is correct. That is a shift starting any time after 9 o'clock at night, or starting before 9 and ending after 5 in the morning, I believe it is.

The CHAIRMAN. And then what was——

Mr. O'KEEFE. That is a 6-hour shift.

The CHAIRMAN. What was the rate?

Mr. O'KEEFE. $85.50 for day work; $91 for night work and they proposed an increase to $102.60 for day work and $112.86 for nights, and $117.86 for the third shift.

The CHAIRMAN. Has there been a shortage of workers?

Mr. O'KEEFE. Not much of a shortage in the composing room.

The CHAIRMAN. I see. Well, go ahead.

Mr. O'KEEFE. On behalf of the publishers we declined to accept these mandated conditions of employment and the next day we were handed a so-called P–6 (a), a form of contract, a 60-day contract, or an indeterminate contract, terminable on 60 days notice.

Now, the several letters I read to you previously described the international officers' instructions with respect to them. He said that the 60-day termination notice provides ample reason for the employer to decline this proposal, also that sections (a) to (i), which really shifted to the employer the responsibility of guarteening the struck work, closed shop, and control over jurisdiction, were mandatory and could not be changed, and finally, the statement that this contract form will make our conditions of employment more satisfactory to the employer.

We discussed it and we were told that these clauses could not be changed, that the 60-day termination clause was a must and we indicated that we could not accept it.

The CHAIRMAN. Did you state the reason you could not accept it?

Mr. O'KEEFE. Yes.

The CHAIRMAN. What was that reason?

Mr. O'KEEFE. We said that the 60-day termination notice was an illusory thing, that it amounted to a 60-day contract. The purpose of it was to terminate the contract for any reason—they could open up wages and hours at any time—but, as I have tried to indicate to you from these other documents and from previous testimony, the purpose of the 60-day termination was to give the union an opportunity to provide an economic issue in the event a nonunion man was hired, or a controversy arose over struck work or jurisdiction.

The CHAIRMAN. Yes. Go right ahead, Mr. O'Keefe.

Mr. O'KEEFE. The slow-down started then, beginning about October 23.

The CHAIRMAN. Well, that is a conclusion, isn't it? What do you mean?

Mr. O'KEEFE. No; it is a definite fact, a slow-down in the composing rooms of the newspapers.

The CHAIRMAN. What facts caused you to say it was a slow-down?

Mr. O'KEEFE. Late editions. Well, it is a long story. They had to cut corners in cooperation with the editorial department to eliminate additions and changes normally made.

The CHAIRMAN. Well, rather than have you say it was a slow-down, I would rather have you, if you would, state what took place to make you conclude there was a slow-down.

I say that because I, personally—and I am sure all Members of Congress—deprecate the fact that anybody would be guilty of a slow-down, even among people that they might have the most affection for, and for that reason I would like to have you state the facts that took place, and let us conclude whether there was a slow-down or not—let us conclude that.

Mr. O'KEEFE. On one paper the markets were missed for about a week straight, instead of getting in the regular editions they got in either the next subsequent edition or the second subsequent edition.

Another paper was late going to press an hour on one occasion, and an hour and 30 minutes on another occasion, and finally, the linotype operators discontinued identifying their takes—that is the way it is expressed—identifying the type which they set, which would make it impossible to check back on the slowing down in work.

The CHAIRMAN. Was that with the full complement of employees working?

Mr. O'KEEFE. Yes; yes, sir.

The CHAIRMAN. Go right ahead.

Mr. O'KEEFE. Well, then, we had a series of meetings with Mr. Randolph, three members of his executive council, and the members of the local scale committee, running through the week beginning Monday, November 10, and continuing until November 14.

In the course of that week the publishers offered three different proposals. The first one, offered on November 11, was quite similar to the one that was made on October 17, except that it added a clause stating that if any one section of the contract was declared invalid it would not affect the balance of the contract, and an agreement to continue employing union foremen and give preference in hiring to men who had performed satisfactory work formerly on the Chicago newspapers.

That was promptly turned down.

The second proposal we made was as a means of complete settlement of our problem to turn over to the executive board of the Chicago Federation of Labor for decision the question of whether there should be a contract, the term of the contract, and the disputed working conditions.

We indicated in our letter to Mr. Randolph, and I will be very glad to furnish a copy of that to you, that the publishers would abide by the decision of the executive board of the Chicago Federation of Labor with respect to a contract or any other form, conditions of employment, if you will, and if that was their decision we would abide by that decision. If the union agreed to go along with that proposal we would then sit down immediately to negotiate wages and other economic issues and if we failed to agree on wages we would submit that question to arbitration.

The CHAIRMAN. This group is a part of the Chicago Federation of Labor?

Mr. O'KEEFE. It is the executive board of the Chicago Federation, and it was suggested to us, Congressman, by an announcement—I believe it came out in the early part of November—of an industrial peace plan, sponsored by the Chicago Federation of Labor.

Its real purpose, I believe, was to establish a basis or an avenue for settlement of jurisdictional strikes between unions, but it also invited unions and employers to use the facilities and the good offices of the Chicago Federation of Labor where a work stoppage was imminent or was in prospect.

Based on that announcement, we concluded that we were willing to submit this whole issue to them for settlement.

Now, that likewise was turned down by the executive council of the International Typographical Union.

I would like to read one paragraph from his letter, addressed to the Chicago Newspaper Publishers Association.

The CHAIRMAN. What date is that letter?

Mr. O'KEEFE. November 13, 1947:

> The submission of that question to the executive board of the Chicago Federation of Labor would be submitting to a subordinate body of the American Federation of Labor a question of the policy of an international union. Neither the Chicago Federation of Labor nor the American Federation of Labor itself has any authority to so inject itself into such matters.

I emphasize policy because again it brings us back to the fundamental issues involved in this dispute. It is not wages. We indicated time and again that we would negotiate for an increased wage scale, if the union would indicate to us that they were willing to enter into a lawful agreement with us. If they were willing to agree on the framework, and what I mean by "framework" was to agree on a clause that would take care of the controversial issues involving struck work, closed shop, and jurisdiction, the rest of the contract there just wouldn't have been any difficulty about.

The CHAIRMAN. Well, Mr. Pilch mentioned something, and I don't believe, unless I missed it, that you have covered it yet, about some

agreement that was going to be for a year with a 60-day termination provision any time, provided there was a meeting for 10 days for a discussion of parts of the law.

Mr. O'KEEFE. That is the last proposal that was made.

The CHAIRMAN. I guess I am a little bit ahead of myself.

Mr. O'KEEFE. That was made after the Chicago Federation of Labor proposal was turned down.

Mr. Randolph suggested that we really put our minds to try once again to see whether we could work something out, so we went to work that night, and came up the next day with a suggestion for a renewal of the old contract, insofar as it was in accord with the law, and with the further statement that if for reasons growing out of the Taft-Hartley law either side determined that they would have any difficulty, or that any controversy arose over a Taft-Hartley question, the parties would meet for 10 days to see if they could work out the difficulty, and if at the end of those 10 days it could not be worked out, either side could cancel at the end of 60 days.

Now, we made that suggestion conditioned on being able to work out something satisfactorily with the mailers. We made this proposal to Mr. Randolph, who is president of the International Typographical Union, of which both the Chicago Typographical Union and the Chicago Mailers Union are subordinates.

The CHAIRMAN. When would the mailers' contract expire?

Mr. O'KEEFE. The mailers' contract expired on January 3, 1948.

The CHAIRMAN. Then had you already received a notice of termination from them?

Mr. O'KEEFE. We had received a notice of termination, yes, sir. We received a notice of termination dated about November 2 or 3.

The CHAIRMAN. Well, then, you had been, in the meantime, having negotiations with them, too?

Mr. O'KEEFE. Yes, sir; we had been. We asked Mr. Randolph if the ITU policy applied with equal force to the mailers as it did to the printers, and he said it did. We said that we could not make the same offer to the mailers. We explained why. We said we felt there was a comparatively limited number of skilled men available outside the typographical union who might apply for work, but that, because of the lesser skill involved in the mailers' operation, we felt there was almost an unlimited number of men available. There is a greater shortage among the mailers than there is among the typographical workers in Chicago.

So that we made this proposal conditioned upon our ability to work something out with the mailers and he, as president of the ITU, was the one man we felt could help work that out.

But that proposal was—as a matter of fact, Mr. Randolph refused to say yes or no on that proposal until wages were made a part of it.

The publishers declined to make wages a part of it until an agreement could be reached on the framework of the contract, and negotiations ended on that note.

The CHAIRMAN. Well, you have given your opinion about these matters before. Just what was the point involved in that? Didn't you feel the economic situation was a factor again, the possibility of a strike on an economic situation? Just why——

Mr. O'KEEFE. We felt that we would have increased wages, and we indicated we were willing to increase wages, but the fundamental thing is the contract.

The CHAIRMAN. Did he give you any indication that he would be willing to consider that type of contract along with the discussion of wages at the same time?

Mr. O'KEEFE. He indicated that it had some meat on it—I think those are the words he used.

The CHAIRMAN. Well, it is beginning to sound pretty close to me. Did he indicate that he would be willing to discuss such a contract?

Mr. O'KEEFE. Well, I am told that a similar offer from another city has been turned down since.

The CHAIRMAN. I see. Well, go ahead.

Mr. O'KEEFE. Finally—oh, in the interim we filed a complaint with the National Labor Relations Board, November 5, on the question of bargaining, and that is still pending with the National Labor Relations Board.

The CHAIRMAN. You mean under 8 (5), over what? You mean they refused to bargain collectively?

Mr. O'KEEFE. They refused to bargain collectively, yes.

The CHAIRMAN. I see.

Mr. O'KEEFE. And then on November 24 we received a letter from the union, stating that a new scale of $100 a week days and $106 nights, and——

A VOICE. Louder.

The CHAIRMAN. I think, in view of the fact that we have such a fine audience, we ought to try to give them the benefit of your full statement.

Mr. O'KEEFE. I am sorry. I will try to talk up a little.

The CHAIRMAN. Yes, go ahead.

Mr. O'KEEFE. On the morning of November 24 we received a letter dated November 23, stating that at a meeting of the union assembled on Sunday, November 23, a wage scale of $100 per week, days, and $106 per week, nights and third shift, was adopted to be placed in effect pending further negotiations, and serving notice upon us that if Mr. Pilch, the signer of the letter was not notified before 8 p. m. Monday, November 24, that the wage scale would be put into effect, the services of the members of the Chicago Typographical Union No. 16 would be withdrawn.

In the meantime, I failed to mention in our offer of October 17 we offered 60 days' retroactivity on wages. The wages retroactive to October 21, or for 60 days, in the hopes that something might develop during those 60 days that would enable us to reach an agreement.

The CHAIRMAN. In other words, if you had reached an agreement right up to this time as of today, it would go right back to October 21?

Mr. O'KEEFE. No, no; that is not so. After the strike on November 28, we withdrew all existing offers.

The CHAIRMAN. I see. In other words, up until the time of the strike.

Mr. O'KEEFE. That is right. The strike occurred at 9 p. m. on November 24.

The CHAIRMAN. I see.

Mr. O'KEEFE. Again I would like to say on this question of wages being the issue, if prior to the strike a wage agreement was reached, but conditioned upon a contract of normal duration, my belief is the strike would have occurred anyway.

The CHAIRMAN. Why do you say that?

Mr. O'KEEFE. I say, if an agreement was reached on wages, conditioned upon a normal legal contract, or a normal term, my belief is that the strike would have occurred anyway.

The CHAIRMAN. But on what do you base your belief?

Mr. O'KEEFE. Well, the fact again, of course, that they would claim it was wages, but the contract is the thing.

The CHAIRMAN. Yes. In other words, you are gaging that from those preliminary remarks that you read before, which you say were posted on boards or sent to the unions and so forth by the international, of which we have no definite proof yet except, of course, as you say, to assume they admit they are made, but we will be able to tell that when we have examined some of the men from the union.

Mr. O'KEEFE. If we had discussed and reached an agreement on wages, we still would have the contract to settle and I don't believe we could have settled that until this policy was changed.

The CHAIRMAN. I see. I believe I have the point.

Mr. O'KEEFE. Actually, gentlemen, this whole controversy, of course, comes up as a result of the Taft-Hartley law. There is no question about it.

The CHAIRMAN. Well, we have at least learned that, haven't we?

Mr. O'KEEFE. Yes.

The CHAIRMAN. Mr. Kersten, do you have any questions?

Mr. KERSTEN. The three things which apparently the ITU was concerned about, and, of course, the local, were, first, the closed shops; secondly, handling struck work; and thirdly, a matter of jurisdiction? Those are the three things that you refer to?

Mr. O'KEEFE. And the determination of jurisdiction: yes.

Mr. KERSTEN. And as to the third, just what was meant by that?

Mr. O'KEEFE. Jurisdiction?

Mr. KERSTEN. Yes.

Mr. O'KEEFE. Well, unrestricted rights to determine its own jurisdiction.

Mr. KERSTEN. When you say "its," you mean the ITU?

Mr. O'KEEFE. The unions.

Mr. KERSTEN. Or the local, or the both together?

Mr. O'KEEFE. Well, actually, usually the ITU determines the jurisdiction.

Mr. KERSTEN. Jurisdiction of what?

Mr. O'KEEFE. Jurisdiction of work to be performed by members of the union.

Now, if that were only a question of retaining its present jurisdiction, I cannot see that there would be any difficulty over it. If it was a question of expanding its jurisdiction, I don't know what difficulty might arise, but the union insisted upon determining its own jurisdiction without any limits from any outsider or any outside source.

Mr. KERSTEN. Has there been any tendency toward any substantial change of jurisdiction over the past several years?

Mr. O'KEEFE. Certainly not much. As I understand it, there was a change in the laws, the general laws, or one of the laws of the ITU at the last convention, which extended the jurisdiction over varitypers.

Mr. KERSTEN. The jurisdiction of the union?

Mr. O'KEEFE. That is right.

Mr. KERSTEN. Has there been any indication of using struck work, or any attempt, so far as you know, of using struck work, in the plant up to now?

Mr. O'KEEFE. Not on the part of the publishers.

Mr. KERSTEN. What do you think——

Mr. O'KEEFE. Except——

Mr. KERSTEN. All right, go ahead.

Mr. O'KEEFE. Except as the result of this strike, of course, they are doing everything they can to get out newspapers.

Mr. KERSTEN. Yes.

Mr. O'KEEFE. But, as a general proposition, no; the publishers had no intention, so far as I know, of sending out any of their own work if union printers were available in their shops to perform the work. From time to time work comes into the newspaper offices over which the employers or publishers have no control. It may have been produced in a so-called unfair plant. I don't know whether any difficulty would ever arise over that.

Mr. KERSTEN. Has there been any difficulty in the past regarding that?

Mr. O'KEEFE. A few things now and then. We had an incident involving a struck newspaper in Trenton, N. J., but it was straightened out after a few heated discussions or a few heated meetings, but it was finally straightened out.

Mr. KERSTEN. Do you think there would be any substantial reason for any change in the policy of the publishers so far as struck work is concerned from the time before the new law was passed and now?

Mr. O'KEEFE. I don't anticipate any. The only thing that might come up where the law would be involved—you see, the two unions, the mailers and the typos are members of the same international. If there was difficulty with one of the unions, I don't know whether any problems would occur with respect to the other.

Mr. KERSTEN. Don't you——

Mr. O'KEEFE. The mailers have been working in Chicago, on the Chicago newspapers while the typographical members were on strike.

Mr. KERSTEN. I see. Now, as far as the closed shop is concerned, don't you think that that is probably the chief issue involved here, from the union's point of view?

Mr. O'KEEFE. I would think so.

Mr. KERSTEN. Generally speaking, is there any disposition on the part of the publishers to hire men outside of this union?

Mr. O'KEEFE. Outside of the typographical union?

Mr. KERSTEN. Yes, for typographical work.

Mr. O'KEEFE. Certainly they are not going to go out looking for nonunion men. Now, whether they would be faced with a situation sometime in the future where in their own conscience and because of their respect for law they might feel they would have to hire a nonunion man who applied.

Mr. KERSTEN. Of course, you recognize, do you not, Mr. O'Keefe, that in any case where you have a strong union that has done a lot for its members over a long period of time, that any attempt on the part of the employer to bring in a nonunion man is not regarded well. You recognize that fact, don't you?

Mr. O'KEEFE. I understand that. I can see——

Mr. KERSTEN. You can see the reasonableness of the union's position on not wanting to have a nonunion member forced upon them? You can see that, can't you?

Mr. O'KEEFE. Yes, yes, I can. I don't know——

Mr. KERSTEN. Of course, there are such things as open unions and closed unions, aren't there?

Mr. O'KEEFE. That is right.

Mr. KERSTEN. Where a union has maintained such a high fence around it, and too few within the union to do the work properly—there are such instances to your knowledge, aren't there?

Mr. O'KEEFE. Yes. We have some of them in the newspaper crafts.

Mr. KERSTEN. As a matter of general policy, the typographical union has been a very responsible union, hasn't it? I mean, insofar as training and efficiency and the craftsmanship of its members, hasn't it?

Mr. O'KEEFE. I think so.

Mr. KERSTEN. It is one of the outstanding unions in that respect, isn't it?

Mr. O'KEEFE. Yes, sir.

Mr. KERSTEN. Do you understand if you had a union-shop agreement, that if the publishers sought to employ a nonunion man who would eventually have to join the union, but which nonunion man was employed for the purpose of breaking up that union some way or other, that that act on the part of the publisher would be a definite unfair practice? You understand that, don't you.

Mr. O'KEEFE. There is no desire, Congressman——

Mr. KERSTEN. Apart from the desire, do you understand that to be in the law?

Mr. O'KEEFE. If they hired a man who they knew was going to try to break the union?

Mr. KERSTEN. Or if they hired him with that purpose.

Mr. O'KEEFE. I assume it would be absolutely wrong.

Mr. KERSTEN. It would be illegal.

Mr. O'KEEFE. All right, illegal. I am sure none of the Chicago publishers have anything like that in mind.

Mr. KERSTEN. Well, there are good and bad in every organization, and if some unfair publishers sought to do that thing, you understand that the unions could take proper steps to prevent that happening don't you?

Mr. O'KEEFE. Yes, I do.

Mr. KERSTEN. The statement made by Mr. Pilch here this morning, to the effect that the only question involved here was wages, and if you could agree on that you would have no real difficulty in arriving at an agreement, I take it that you heartily disagree with that statement?

Mr. O'KEEFE. I do heartily disagree with it.

Mr. KERSTEN. From what you have said here it would seem so.

Mr. O'KEEFE. Because certainly we went at great length in our proposals to try to reach an agreement and we failed.

Mr. KERSTEN. Having in mind what Mr. Pilch said here this morning with regard to your negotiations, did you, or did the publishers request the union to sign a contract and then negotiate the terms thereafter?

Mr. O'KEEFE. No, sir, never. We asked that they even tentatively agree on the framework and the terms, and then we would negotiate wages.

In other words, we wanted to proceed, Congressman, the same as we have proceeded in previous years. Wages was usually the last thing agreed to. We knew that we were going to have a contract. We had already agreed on practically all of the provisions of that contract.

Mr. KERSTEN. Up until now, and for many years past, you had a closed-shop agreement, didn't you?

Mr. O'KEEFE. Yes; we did.

Mr. KERSTEN. How did that feature work out in your previous contracts, so far as your closed-shop provision in the contract is concerned?

Mr. O'KEEFE. We never even discussed it. It had been there for years, and it has remained there.

Mr. KERSTEN. Did you have any real difficulty with it, so far as this union is concerned?

Mr. O'KEEFE. We did not.

Mr. KERSTEN. I think that is all.

Mr. O'KEEFE. As a matter of fact, most of the Chicago publishers, or all of the Chicago publishers, I would say, would prefer to continue a closed shop, if it were legal.

The CHAIRMAN. Mr. Busbey?

Mr. KERSTEN. Might I just ask this?

The CHAIRMAN. Go right ahead.

Mr. KERSTEN. The reason for that is that this particular union has been a long-term institution that has a certain amount of tradition behind it, a considerable amount, and it is a responsible union, and under those conditions a closed shop has worked out, so far as the Chicago publishers are concerned; is that right?

Mr. O'KEEFE. Yes; it has.

Mr. KERSTEN. That is all.

The CHAIRMAN. Well, Mr. O'Keefe, would you have considered giving that last contract you mentioned without bringing in the question of the mailers?

Mr. O'KEEFE. Based on what I know of the publishers' feelings, I do not think so.

The CHAIRMAN. In other words, inasmuch as this mailing situation is up at this time, your thought is to get them both over in one contract, as you might say? Is that your idea?

Mr. O'KEEFE. No; not in one contract.

The CHAIRMAN. But at the same time in two contracts to be drawn?

Mr. O'KEEFE. Well, we were right up against the gun with the mailers. These conferences occurred in the middle of November. Mr. Randolph told us that the collective-bargaining policy applied with equal force to the mailers as it did to the printers.

We knew that we were going to be up against the same situation in a contract that expires within 2 weeks from now.

The CHAIRMAN. I see. Well, now, with respect to what Mr. Kersten was asking about the nonunion member, we realize fully that the law has placed a responsibility upon the employer?

Mr. O'KEEFE. And they recognize that responsibility, I think.

The CHAIRMAN. In other words, it is like the sheriff who is given a writ to serve, and if he refuses to serve it he violates the law, and he might serve the wrong man and that will violate it, too.

In other words, you have to use your discretion in respect to hiring someone, and you have to know in your own mind pretty definitely whether, if you hire the wrong man, you are attempting to discourage the union. You have that pretty clearly in mind; is that it?

Mr. O'KEEFE. I think it is a matter of judgment of each one of the employers to satisfy his own conscience with respect to his obligation under this law.

I feel, frankly, that this plan of the union, the 60-day termination, places the employer in a position where, in using that discretion and in determining what he should do he has got hanging over his head the threat of a strike in 60 days if he exercises that discretion in favor of the nonunion man.

The CHAIRMAN. I see the point.

Mr. O'KEEFE. That is one of the things the publishers have in their minds.

The CHAIRMAN. Well, certainly this is apparent, that in a situation that involves these large publishers and this local 16, even in a period of a year there would be little possibility, if any, of any step being taken that could hurt the union? Wouldn't you agree to that?

Mr. O'KEEFE. I have maintained right along that I did not think there would be many incidents.

The CHAIRMAN. I am not talking about the mailers now; I am talking about the composing room. I don't know what your thought is about the mailers.

Mr. O'KEEFE. I am talking about the printers. I have maintained all along that I did not think there would be many incidents occurring, if any, where the employers or publishers may find themselves in a position where, in their own conscience they felt they had to hire the nonunion man.

The CHAIRMAN. May I say this, you have made the statement, and for that reason I am going to mention it, the fact that the law is there may have caused the difficulty, and I would say as one of the drafters and for Mr. Kersten, that we certainly never had in mind for a moment that good employers and good unions who have been able to get along together through the years would have the least difficulty with a law of this type, which was aimed only at unions that were doing the improper thing, or employers who were doing the improper thing, because we have embodied every provision that was in the previous act against employers, and a few additional provisions.

Mr. O'KEEFE. Yes.

The CHAIRMAN. With merely the protection woven around the individual employee. Haven't you been able to see that from this law?

Mr. O'KEEFE. Well, I assumed that you had in mind meeting a situation that is acute in some unions and not so acute in others, where people wanting to get into these crafts, who were not members of the union, could get in. That is my interpretation of what you tried to do under the law. You prohibit the closed shop. We cannot enter into a closed-shop agreement. We cannot agree to maintain a closed shop.

The CHAIRMAN. That is where unions were deliberately keeping people from becoming members who had the qualifications, and it was apparent, and the employer knew that fact, but we have never had that with respect to local 16, have we, here?

Mr. O'KEEFE. No.

The CHAIRMAN. You have never observed it, have you?

Mr. O'KEEFE. Observed what?

The CHAIRMAN. That they have ever, in any way, tried to keep competent men out of their ranks.

Mr. O'KEEFE. I don't know; I don't know. I don't suppose they have. I don't know.

The CHAIRMAN. You at no time have ever tried to force incompetent men on them, have you?

Mr. O'KEEFE. Of course not.

The CHAIRMAN. It seems you have had mighty good relations up to this time.

Mr. O'KEEFE. The typographical union supplies us with men. A man comes in, he can come into Chicago from any city in the country with a traveling card, and he can go and look at all of the newspapers, study the sanitary conditions, study the working conditions, the welfare plans, and so forth, and decide for himself what shop he is going to work in.

He goes in and puts his name on the board, and when the foreman comes to his name, and the classification in which he works, he hires him in priority order.

The CHAIRMAN. Well, then, you understand pretty clearly then, don't you, these provisions of section 8 (a) (3) and 8 (b) (1) and (2), where it is provided that the employer is only going to use that discretion? That is virtually what it means, and should use that discretion to hire someone if he feels that particular person has been discriminated against and has not been given the same opportunity of employment that other employees have had, and in doing so, he is not going to try to change the rules and regulations of the union in any way? Haven't you seen those provisions clearly in the act?

Mr. O'KEEFE. Yes.

The CHAIRMAN. You did not intend to violate those, did you, in any way?

Mr. O'KEEFE. Of course not.

The CHAIRMAN. Was there any discussion by the union to say that you had intended to violate them?

Mr. O'KEEFE. No. As a matter of fact, they indicated they thought that they wouldn't have too much trouble with us, but they said there were other employers around the country that they might have trouble with, and therefore they had to have a uniform policy, and that is the policy that I tried to lay out to you, established by the international union.

The CHAIRMAN. Well, I would hate to think good men in Chicago might be out of work worrying about what some bad union or some bad employer might do throughout other sections of the country.

I am beginning to be worried a bit about it right now.

Mr. KERSTEN. I would like to ask this question if I may, Mr. O'Keefe: Did you think that the signing of this agreement that was proposed by the ITU—that is, the conditions of employment—would in effect be a collusion to violate the law?

Mr. O'KEEFE. We could not sign those conditions of employment. That was a unilateral document. It was not an agreement, and it was definitely stated so by the union. We could not sign it at all. We could not even agree to it.

Mr. KERSTEN. Well, what was it?

The CHAIRMAN. It was mandatory.

Mr. O'KEEFE. It was conditions of employment established, or agreed to, I mean, unilaterally established by the union.

Mr. KERSTEN. Yes.

Mr. O'KEEFE. We had nothing to say about it. The union scale committee indicated that they were willing to discuss it. As a matter of fact, they even suggested that we could put up our own conditions of employment, but conditions of employment, Congressman, can be canceled tomorrow. It is a day-to-day proposition. It has no security or no stability at all, whether they were the publishers' or whether they were the union's conditions.

Mr. KERSTEN. It was a disagreement, wasn't it?

Mr. O'KEEFE. It wasn't an agreement, it couldn't ever be an agreement, and as I read to you it states in the preamble—let me read it again:

> This schedule of the conditions of employment, as hereinafter stated, is in no wise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

Mr. KERSTEN. That was made by the union?

Mr. O'KEEFE. That was made by the union.

Mr. KERSTEN. Was it presented to the publishers?

Mr. O'KEEFE. Yes; it was handed to us.

Mr. KERSTEN. What was the purpose of handing it to you, if it was not going to be some kind of an agreement?

Mr. O'KEEFE. We were to discuss wages, hours, and other economic issues. The union scale committee indicated to us that they would try to let us know in some way that what we were offering was all right, but they were going to determine unilaterally what the figure was going to be.

Mr. KERSTEN. What was the purpose of giving that to you?

Mr. O'KEEFE. Well, to let us see them, that is all, let us see the situation under which we were going to operate our composing rooms.

Mr. KERSTEN. In other words, wasn't this the situation that here, "We will throw this on the table, so to speak, these conditions of employment, and if nothing is said about it we will start to work." Was that about the size of it?

Mr. O'KEEFE. They were going to post these, I mean, if we had indicated——

Mr. KERSTEN. Indicated what?

Mr. O'KEEFE. Well, that we wouldn't object to them.

Mr. KERSTEN. Well, isn't that an agreement?

Mr. O'KEEFE. It cannot be an agreement, Congressman, reading on the face to you——

Mr. KERSTEN. I cannot see how you could operate but what you had an agreement of some kind, whether it was verbal, written, or part of both.

Mr. O'KEEFE. It states right on its face that it is not susceptible of acceptance by the employer, and the reason for that was the union did not want an agreement, they did not want to be bound by an agreement. This is the instrument that we prepared to meet this Taft-Hartley situation.

It provides conditions, working conditions, which could be cancelable in 1 day or 5 days or 10 days, for any purpose whatever at any time.

Mr. KERSTEN. But its purpose in being offered was what, therefore?

Mr. O'KEEFE. To let us see what they contained.

Mr. KERSTEN. Why did they want to let you see that?

Mr. O'KEEFE. They were willing to discuss them, they said certain clauses in them were musts, and could not be changed but, for instance, here is vacations. Printers now get 3-week vacations with pay each year. This provided for a 4-week vacation.

Well, the union wanted us to indicate whether we would be willing to concede 4 weeks' vacation.

Mr. KERSTEN. Four weeks?

Mr. O'KEEFE. Four weeks' vacation. And the sick benefit plan, they were willing to discuss those things. I never did, frankly, get clear in my mind how we would ever get together on them, because we were told that they would determine finally what the figure would be, what the vacations were to be, and what the entire content of these were to be, but they wanted to find out from us what our feeling was with respect to the economic issues contained in these conditions of employment.

Mr. KERSTEN. But the attempt to get your feelings were to get your reaction as to these terms?

Mr. O'KEEFE. Economic terms.

Mr. KERSTEN. And if you had indicated, "Well, they are O. K., and let's get going without talking about when we are going to stop work," that would be an agreement, wouldn't it? Your minds would be met at least to the point where they would start work with these conditions being in the background; isn't that correct?

Mr. O'KEEFE. That could not be an agreement.

Mr. KERSTEN. That is what it says, but I don't think that is exactly what it is. In other words, there must have been some understanding they had in mind when they offered those to you, wasn't there?

Mr. O'KEEFE. Well, these were prepared for us all over the country by local unions of the international.

Mr. KERSTEN. Yes.

Mr. O'KEEFE. The purpose, obviously, is to circumvent the law, get out from under those provisions of the law that the union objects to.

Mr. KERSTEN. I understand that.

Mr. O'KEEFE. See, and if any incident occurred as a result of those objectives, or threatening those objections, these conditions of employment could be canceled in 1 day, 2 days, 10 days, or whenever they wanted.

Mr. KERSTEN. What would be canceled?

Mr. O'KEEFE. They would just walk out, I suppose that is all.

Mr. KERSTEN. Cancel what?

Mr. O'KEEFE. Well, you are getting back to this agreement; there cannot be an agreement. We were told that.

Mr. KERSTEN. One more thing. This preamble that you read to me to the effect that this undoubtedly would not be acceptable to employers——

Mr. O'KEEFE. Oh, no; that referred to the P–6 (a).

Mr. KERSTEN. I would like to hear the language of that once again.

Mr. O'KEEFE. That was a contract form, Congressman, which I am informed, at least, grew out of the Baltimore NLRB case, the Graphic Arts Association of Baltimore.

You see, up to that time, from August 22 up to early in October, there was no contract, the policy was no contract. It was conditions of employment.

There could be no meeting of minds, there could be no agreement. Then the P–6 (a) came out early in October, I think it was. The contract form P–6 (a) prepared for submission when employers insist on a contract that contained ample reason for rejection by employers, and the first paragraph which provides for 60-day termination. They do not change that limit.

Mr. KERSTEN. What is that that you are reading from?

Mr. O'KEEFE. That is a letter signed by Mr. Woodruff Randolph to the officers and scale committee of subordinate unions.

Mr. KERSTEN. Could you leave that with us?

Mr. O'KEEFE. I have a copy of it.

The CHAIRMAN. Do you have a copy of it now, Mr. O'Keefe?

Mr. O'KEEFE. I think so. Do you want me to finish reading it?

Mr. KERSTEN. If there is any more significant matter.

Mr. O'KEEFE (reading):

This contract offer makes our conditions of employment form much more desirable by employer.

Of course, Mr. Randolph's condition is that the conditions of employment are the most favorable from the point of view of the employer, at least, that is what he informed us. I will have to dig it out.

The CHAIRMAN. Well, you are going to get that later, anyway, for us, Mr. O'Keefe?

Mr. O'KEEFE. Yes.

Mr. KERSTEN. That is all. Thank you.

The CHAIRMAN. There was just one question I wanted to ask on that: On that statement that you received, that form P–6 (a), you are taking the words that it is not to be construed as an agreement as meaning that there is not an intention to bargain collectively?

Mr. O'KEEFE. No, the form P–6 (a) was a contract form which the union would sign—conditions of employment. It states in the preamble that it cannot be an agreement or construed as an agreement, see?

The CHAIRMAN. In other words, you feel that even though you later do have a meeting of the minds, the statement in that, that they did not intend it to be a meeting of the minds, would keep it from being a good collective-bargaining agreement?

Mr. O'KEEFE. Well, we definitely do not think it is a good collective-bargaining agreement.

The CHAIRMAN. In other words, I am going to find that out from Mr. Randolph when he takes the stand. I am going to ask him directly whether or not he intended that not to constitute collective bargaining, because that seems to me to be the crux of this situation right here.

Mr. O'KEEFE. Well, I think he does, I will tell you that.

The CHAIRMAN. We will find out.

Mr. O'KEEFE. But you can find out from him.

The CHAIRMAN. And we will see if we cannot arrive at what the difference is here.

Is there anything else that you have to present, Mr. O'Keefe?

Mr. O'KEEFE. Yes, I think I overlooked this:

There are five or six bulletins prepared by the local union reporting on their negotiations. These were posted in all of the shops after our first six meetings.

The CHAIRMAN. Well, in addition to these, understand that we will be delighted to have anything that you have to present. We will mark them later.

During about a 5-minute recess we can mark these right down from No. 5 on. Mark each one of these. There will now be a 5-minute recess before Mr. Randolph takes the stand and, Mr. Reporter, you can mark these.

(The documents referred to were marked "Publishers Exhibits 5, 6, 7, 8, 9, 10, 11, 11–A, 11–B, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 37–A, 38, 38–A, 39, and 40, December 22, 1947" and will be found in the files of the subcommittee.)

The CHAIRMAN. All right, we will take a 5-minute recess at this time.

(Whereupon a brief recess was taken, after which the following proceedings were had.)

The CHAIRMAN. The hearing will come to order.

STATEMENT OF WOODRUFF RANDOLPH, PRESIDENT, INTERNATIONAL TYPOGRAPHICAL UNION

The CHAIRMAN. Will you state your name, please?

Mr. RANDOLPH. Woodruff Randolph.

The CHAIRMAN. Where do you live, Mr. Randolph.

Mr. RANDOLPH. 5937 Central, Indianapolis.

The CHAIRMAN. And what is your occupation?

Mr. RANDOLPH. President of the International Typographical Union.

The CHAIRMAN. And how long have you been president of the ITU?

Mr. RANDOLPH. Since July 1944.

The CHAIRMAN. What was your position before that time?

Mr. RANDOLPH. Secretary and treasurer of the ITU.

The CHAIRMAN. For how long?

Mr. RANDOLPH. For about 16 years.

The CHAIRMAN. How long have you been a member of the ITU.

Mr. RANDOLPH. Oh, about 36 years.

The CHAIRMAN. You were a working member, then, for some of the years also, were you?

Mr. RANDOLPH. Yes; 34 years a member of No. 16.

The CHAIRMAN. Of local 16?

Mr. RANDOLPH. Yes.

The CHAIRMAN. I see. And you have had some part in the negotiations of this present controversy, have you?

Mr. RANDOLPH. Yes; I have.

The CHAIRMAN. Now, will you tell just what the part of the ITU has been in the past with respect to the negotiations between local 16 and the publishers that are party to this matter, and what part you have had in this year's negotiations—that is, the time you came in, and what you did concerning it?

We may ask you a question or so in between and wait until the completion of your statement before questioning you. We are only going to go on until a quarter of 5 tonight, so we probably will not be able to do much more than listen to your statement, or part of it.

Go ahead, Mr. Randolph.

Mr. RANDOLPH. Yes, Congressman Owens. I wish that we had more time in which to prepare for this meeting, but just less than a day's notice was insufficient for me to do that. I may say that I had a talk with Senator Ball the last time I was in Washington. He had offered to be helpful in whatever difficulties we had, and I told him that we were preparing to submit to his joint committee, and perhaps to Congress, a rather comprehensive statement of how the Taft-Hartley law was affecting the ITU, but the amount of time that has been required to meet these various charges of not bargaining in good faith and attending these trials and trying to help the lawyers has prevented us from taking care of a lot of work we would ordinarily do.

The CHAIRMAN. You were helping the lawyers, too, were you?

Mr. RANDOLPH. That has been one of my jobs, to try to make printers out of lawyers, while they make a lawyer out of me. I would say that we were both doing a bad job.

The CHAIRMAN. I don't know. I have listened to some of the statements, and I am beginning to wonder. Have you had any law training?

Mr. RANDOLPH. My friends do not refer to that. I was admitted to the bar here back about 1921.

The CHAIRMAN. I see. I began to suspect that.

Mr. RANDOLPH. But I have been living pretty decently since then.

The CHAIRMAN. Go right ahead, Mr. Randolph.

Mr. RANDOLPH. The background of the ITU is a very interesting story in itself. I want to point out to you the statement we went to the trouble to prepare and submit to the Small Business Committee under Senaor Capehart a couple of months ago.

We were attacked by Thurman Arnold, and two or three publishers associations' secretaries, something after the testimony of Secretary O'Keefe, and we went to the trouble to present a lot of written information about the ITU and about how we function.

Since it is easy enough for you to get copies of that I would like to have you put a copy in your files, because it does give a great deal of the background to the collective-bargaining relations of the ITU and their local unions.

The CHAIRMAN. We want you to understand that we want you to submit every document that has had anything to do with this that you believe will help us. Will you do that? We will mark them accordingly. We have plenty of time to do that.

Mr. RANDOLPH. We will try to get some. Mind you, we are trying to prepare one for the joint committee, and this is rather a duplication of what we are trying to do for the joint committee.

The CHAIRMAN. We are willing to take a copy of it.

Mr. RANDOLPH. Yes. Well, we will get around to it if we don't have to come here to Chicago to answer some more charges.

It seems that the technique of both the newspaper publishers' association and commercial employers' associations is to ask a few questions on what the local unions intend to do, and then write their own answers and make charges that we are not bargaining in good faith, and that scatters our work around the country.

There have been some four charges or four complaints issued by Counsel Denham and, of course, when they issue a complaint they start a legal procedure going. We have to meet those. The charges are almost identical. They all involve the same point as to whether or not the union has been bargaining in good faith.

No complaint has been issued as yet on the charges brought by the Chicago publishers, but if a complaint were issued, why, it would be along the same lines and charging the same violations of law that all the others have charged.

We have had one case completed in Baltimore in which I believe all of the pertinent points of any other case will be found. That is waiting for a decision by the trial examiner, and, of course, from then on to the Board and the courts.

We feel rather resentful at the attitude of the general counsel for the Board. He has lent himself to the obviously union-destroying tactics of those who are representing——

The CHAIRMAN. Remember, he has to pass on your matter now, Mr. Randolph.

Mr. RANDOLPH. Both the publishers of the country and commercial employers.

I am rather inhibited on that. I don't have any inhibitions, and I have no fear of those who hold office.

The opinions we have about Mr. Denham are pretty well set and pretty well known. We believe he is an enemy of organized labor and he is a particularly vicious enemy of the International Typographical Union.

I don't hesitate to say that there is a common purpose behind the activities of the Chicago Publishers Association and the Chicago Commercial Employers Association, and other like associations throughout the country.

That purpose is to coerce locals of the International Typographical Union into agreeing to the kind of contracts that they would like to have us agree to.

They are using the services of the general counsel to attain that end. There is, perhaps, no union in this country that has felt the impact of the Taft-Hartley law as we have felt it. It appears to have been tailored for us. It appears to have the very clauses in it that will, if allowed full sway and made use of to their fullest extent by the employers, undoubtedly destroy this organization.

The CHAIRMAN. May I say to you at that point, as a Member of Congress, that it is just exactly the opposite of what was intended?

Mr. RANDOLPH. Well, we will give you a chance to correct it, because we are going to show you what it does to us and how it does it.

The CHAIRMAN. Because, you heard me say before, it was only aimed at unions and employers that were not doing the proper thing.

Mr. RANDOLPH. Yes.

The CHAIRMAN. Go ahead, Mr. Randolph.

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Mr. RANDOLPH. I accept your intentions, Congressman. I believe that perhaps 90 percent of them have the same idea without knowing just what they were doing.

When our commercial employers presented some 10 points that they would like to have covered in that law, and got 8 of them in there, without ever having submitted those 10 points to us for our comment, something is wrong. When we don't have an opportunity to see what our employers are trying to do to us, and when they can accomplish the amendment of a law in eight particulars that we never heard of, that looks like under-cover work to us.

Mr. KERSTEN. Mr. Randolph, just a minute on that. You say that the publishers presented——

Mr. RANDOLPH. No; the commercial employers.

Mr. KERSTEN. The commercial employers presented 10 points to whom?

Mr. RADDOLPH. To whomever was framing the law.

Mr. KERSTEN. You mean to the congressional committees?

Mr. RANDOLPH. I am quoting the substance of counsel Shroyer's word for it, because he talked to a group of New York employing printers and reminded them of the fact that they had offered 10 points for coverage under the law, and that they got 8 of them.

Mr. KERSTEN. It was occurring to me while you were speaking here, Mr. Randolph, why didn't the ITU present its situation to the congressional committee? I don't recall that they did; did they?

Mr. RANDOLPH. The ITU had no opportunity to do it. There was no intimation to us that our employers were trying to give us that kind of a deal behind our backs.

Mr. KERSTEN. Do you mean that the ITU was unaware of the public hearings that went on for several months last spring?

Mr. RANDOLPH. We were quite aware, yes, and we were quite aware, likewise that the labor people were brushed off in those hearings.

Mr. KERSTEN. What instance have you to indicate that, Mr. Randolph, because I know of no such instance, and I am a member of the Labor Committee.

Mr. RANDOLPH. Well, all right, I have the word of those who appeared there that that was the treatment they got.

Mr. KERSTEN. Did your union make any effort to come before either the Senate or the House committee?

Mr. RANDOLPH. We did not go before either of the committees.

Mr. KERSTEN. Did you make any effort to come before either of the committees?

Mr. RANDOLPH. No, we sent communications to each Congressman and Senator concerning the points that were being proposed that would harm the ITU, but we had no knowledge that our commercial employers were asking that certain things be covered that would hurt us. That is the point I am talking about. That is what I resent.

Mr. KERSTEN. Did you have any representation there in Washington of your rather large and strong union?

Mr. RANDOLPH. We did not make any personal appearance on the questions before them. We sent plenty of representation to the Members of Congress by way of postcards and letters.

We were represented by the American Federation of Labor, and the presentation made there covered the whole of the A. F. of L. It could not have been of any value for all the rest of the unions to come in and make the same kind of a presentation.

Mr. KERSTEN. You are saying that it could not have been of any value to the ITU to come before a congressional committee because the A. F. of L. top level took care of it all; is that right?

Mr. RANDOLPH. It did take care of the representation, so far as the A. F. of L. was concerned.

Mr. KERSTEN. In other words——

Mr. RANDOLPH. Had we known that our employers were making special efforts to have the law cover certain points of the industry, we would have been there answering those points.

The only attack made on us was by Thurman Arnold and two or three other fellows, and we did answer those at great length.

Mr. KERSTEN. And you knew that everything that went on there, so far as the hearings were concerned, was a public hearing and capable of being known by your union; isn't that true?

Mr. RANDOLPH. Where were the public hearings for the employers?

Mr. KERSTEN. They were all in the same place, in the House Office Building, in a very large auditorium.

Mr. RANDOLPH. Do you recall getting any briefs or documents from commercial printers?

Mr. KERSTEN. No, I don't.

Mr. RANDOLPH. All right. Who then got them? The president of the PIA testified in our convention that they filed such a brief. Somebody must have gotten it.

Mr. KERSTEN. There were an awful lot sent in by unions and also employers. I am trying to find out, you were saying that you had no opportunity, and as I understand it now, you were content to let the top level of the A. F. of L. handle your side of the situation.

Mr. RANDOLPH. Had there been anything special that applied to us, we would have been there. Now we are opposed to it today as we were opposed to it before, and before we get through we are going to show you what it does to us.

Mr. KERSTEN. We would like to have you show us that.

Mr. RANDOLPH. I cannot show it to you today or tomorrow, because we are trying to do a better job than that.

Mr. KERSTEN. Well, will you give us the high points, however.

The CHAIRMAN. Just before you start in again, Mr. Randolph, I want to say that the entire hearings of all the testimony before the House committee were published in 5 volumes; we heard over 2,000,000 words of testimony, and the Senate heard about 1,500,000 words, and they have it published in 4 volumes.

Have you had occasion to see that testimony?

Mr. RANDOLPH. No; I have not read it.

The CHAIRMAN. Well, that includes the testimony of all the leaders of labor, and leaders of business, and Congressmen, and others, and all the exhibits, every paper that was sent in with reference to the matter. It includes everything in those hearings.

I would like to have you look at them, because when you do, I think you will realize fully what we had before us, and you will see also everything with reference to the matter of the closed shop and the reasons that were given by Mr. Green and others as to why a closed shop should or should not be permitted, and you will see that we followed every suggestion of the labor leaders, including Mr.

Whitney and Mr. Green and Mr. Bittner, and I just wanted to say that following what you mentioned about the people submitting evidence.

Go ahead, Mr. Randolph.

Mr. RANDOLPH. Well, I did not want to get off on that kind of a tangent.

Mr. KERSTEN. I got you off. I am sorry. Go ahead.

Mr. RANDOLPH. I was trying to point out to you that we did make a serious effort to put in writing for the benefit of Congress our particular union procedures and laws and practices, and in some 64 pages or 80 pages of type that you can look through.

Mr. KERSTEN. I got you off the track because I could not let go unchallenged your statement that the labor people were brushed off or did not have an opportunity to come before the committee.

Mr. RANDOLPH. Well, when the Taft-Hartley law comes out with all the damage that comes to unions, I say that they were brushed off, even if there were no hearings.

Mr. KERSTEN. Now, that is the type of statement a lot of people have made—just general statements. Now, let us be specific.

Mr. RANDOLPH. I will prove it to you, as I say, maybe not today or tomorrow, but before we are through you are going to know what it does to the ITU.

Mr. KERSTEN. At least give us the high points, what you feel about this law so far as the facts are concerned.

Mr. RANDOLPH. You called this meeting to see why there was a Chicago strike, or if the strike violated any provisions of the law.

The CHAIRMAN. Yes. We want the facts rather than the conclusions.

Mr. RANDOLPH. Well, I presume the courts will give the conclusions.

The CHAIRMAN. That is exactly right.

Mr. RANDOLPH. And in the meantime the propaganda that has been so plentifully ours will continue and be plentifully ours, but against us.

The CHAIRMAN. I hope not.

Mr. RANDOLPH. It will, because all the newspapers and wire services, anything that happens, the least little thing that is a little tough for us, gets a two-column headline, but any of our replies may be two lines buried in another article.

Mr. KERSTEN. Let us get down to facts, Mr. Randolph, and give us, if you will, some of the high points, the main facts, regarding this law that in your opinion injured your union.

Mr. RANDOLPH. Well, let us get back to the Chicago proposition, shall we?

The CHAIRMAN. That is right. Do it right with the Chicago proposition.

Mr. KERSTEN. Fine.

Mr. RANDOLPH. The testimony here from President Pilch indicated that the union was on strike and that it was on strike for wages. That is true. The only issue at this time is wages.

The reason that the conferences broke off when the executive council of the International Typographical Union was here trying to arrange a settlement was wages.

The conference deadlocked because we had not, up until that time, agreed upon a contract that the employers would want, and for 5 days our executive council sat with them and discussed the matter from every angle possible, at the end of which time they still would not discuss a wage rate, and they would not propose any kind of a wage increase until the union would have agreed to a form of contract that was suitable to them.

Now, let me point out, and I hope you will bear it in mind, that they were operating from October 21 until the date of the strike on a set wage rate without a contract. There have been times when contracts expired in this city where there were months intervening between the expiration of one contract and the making of another.

The publishers in this city could have granted an increase in wages and could have continued to try to work out a contract settlement, but in this city, as in a great many cities, the employers are taking the position that now when this spiral of inflation is so punishing to our people that they will force them to give the kind of a contract they want if they are to give them any money.

On the other hand, there are some 225 unions now that have, since August 22, succeeded in securing satisfactory increases in wages, while they are still trying to find their way out of the wilderness of this Taft-Hartley law.

Now, the issue at the inception of the strike was wages. Not being able to get any commitment whatever from the employers the union adopted a scale of prices and was authorized by the executive council to strike to put it into effect, and nothing else was involved in that authorization—just wages.

Now, I hope that I have made that clear. It is an absolute fact, and there can be no double talk about it. The printers would still be working on these newspapers had they raised the wages, and you could have still been trying to find out how to make an agreement and how to get around these other difficulties that are put in the way.

To sit here and testify from a sheaf of documents, reading one paragraph here and one paragraph off of another, all tending to show that the union is not collective bargaining, isn't just too hot a procedure. You have to read all of the documents. When only those documents are presented, almost all that only have to do with the internal affairs of the union, you commence to wonder, surely, the publishers as a whole, throughout the whole country, the ANPA and the association certainly have their own bulletins to their own people advising them what kind of united front to put up against the international union, but we don't have access to those bulletins.

You ought to subpena them. You ought to subpena everything that they have sent to their various constituent members on how to handle the International Typographical Union.

The CHAIRMAN. Have there been such documents sent out, to your knowledge?

Mr. RANDOLPH. There have been bulletins sent out of New York. I think they call them B bulletins.

The CHAIRMAN. Do you know of any of them personally?

Mr. RANDOLPH. It has been referred to in the other printed bulletins gotten out by George Baily, secretary of the ANPA. The printed ones are rather harmless, and the B bulletins we don't have access to. It is my understanding that they are gotten out in New York.

But correspondence, circulars, whatever they have put out that have to do with the things that they talk here about of a similar character from the union ought to be of interest to you. They have just as much

of a propaganda bureau as we have, only we are not good enough in espionage to get it. Our business is done in a fish bowl. We have to do it all over the United States and Canada by what circulars and bulletins that are put on the bulletin boards in the composing rooms. It is easy enough for them to get them or copy them.

Now, we have to be clear and specific. We have to use as few words as possible, and sometimes the words may not be well chosen, but in reading the whole document, you will be able to get the idea.

Now, the attempt is made here to show that the International Typographical Union is not bargaining in good faith, and perhaps the hope that the new law will be amended some more to make us bargain in good faith.

Well, even under the law as it is, the courts are going to get a fling at that. We think we are bargaining in good faith. We think we are following the law.

We have some high-priced lawyers that tell us we are, and how else are we going to know?

The CHAIRMAN. Maybe they will not agree with you on that conclusion, as to the fact that they are high-priced, or you pay them high prices, which?

Mr. RANDOLPH. I don't know. I just call them that. They are very good lawyers, I will say that.

Then I can anticipate the worst.

But we have had legal advice every step of the way. Of course, that may not help us any in the final conclusion.

The CHAIRMAN. You are able to judge that, being a lawyer yourself.

Mr. RANDOLPH. Yes; but we have tried to comply with every phase of the Taft-Hartley law. Our collective-bargaining policy so states. May I borrow the first one you have there?

The CHAIRMAN. Did you put that in?

Mr. O'KEEFE. Yes; the collective bargaining policy. Here it is.

The CHAIRMAN. I thought it was the first one I handed the witness.

Mr. O'KEEFE. That is it.

Mr. RANDOLPH. The course of bargaining policy, and I will read a paragraph:

> While there should not be, and will not be, any attempt on the part of the international or subordinate unions to violate any valid provisions of this law, or of any law, Federal and State, yet there should be, and will be, earnest endeavors on the part of these unions to avoid any condition that will result in their being penalized by these laws and to avoid the sacrifice of rights and prerogatives which may be lost by the signing of contracts as heretofore.

The CHAIRMAN. Did you say there was legal language in the law, Mr. Randolph?

Mr. RANDOLPH. Sir?

The CHAIRMAN. Had you stated that there was legal language in the law.

Mr. RANDOLPH. That is right. A lawyer helped prepare this.

The CHAIRMAN. I see. Go ahead.

Mr. RANDOLPH. We had him right over at the convention.

Mr. KERSTEN. In that connection, Mr. Randolph, do you recall the testimony of Mr. O'Keefe, in which he said that during these negotiations they at one time proposed a contract to the union embodying all of your requests, in other words, with regard to the closed shop, with regard to struck work, and jurisdiction, insisting on adding, however, that there was nothing intended, or there would be nothing intended here to violate the Federal law? Do you recall that proposition?

Mr. RANDOLPH. Well, if you will let me build up to it——

Mr. KERSTEN. I mean, I am awfully interested to hear what your explanation of that would be, so keep that in mind, will you?

Mr. RANDOLPH. Yes.

Mr. KERSTEN. Good.

Mr. RANDOLPH. The collective bargaining policy was made up for the purpose of complying with the law, but at the same time preserving all of our prerogatives that we would preserve, and not to contract any of them away.

There are some that the employer can contract away, which he refuses to do.

Now, bear in mind that as a fundamental point we want to preserve all that is left to us, both as a union and as individuals, and in trying to do that we run counter to the employers' desires, so we cannot agree upon a contract, and have not been able to agree upon very many.

We have had employers agree to form P–6 (a), which gives us as much protection as we can devise against the penalties of the law.

Now, we are not trying to violate the law. We have been a law-abiding union all of our life. We were in existence 140 years before the Wagner Act even was thought of. We didn't use it very much, almost none.

All of our techniques were perfected long before anybody sought to help working people avoid the pressures against unionism that had been prevailing.

Now, we have a long history of successful bargaining. We have a history of some 35 to 40 years of operation as a union before collective bargaining was even introduced in the printing field. From 1800 on up there were typographical societies, until 1852, when the ITU was formed. For approximately 50 years typographical societies functioned on the same basis. They simply adopted a scale of prices, and anybody that wanted to hire union printers hired them at that price, or he did not get them.

Beginning in 1852, local unions did the same. I can remember seeing a circular printed as late as 1875, containing the scale of prices of the Chicago Typographical Union simply adopted by the union and put into effect.

Along about 1886, when the linotype machine was coming into the field, and business got a spurt, and industry started to grow, it was no doubt the employers who were more interested in a scale of prices that would be maintained for a while than the union.

Then is when the employers started meeting with committees of the union and engaged in collective bargaining in the eighties.

For the first time arbitration was talked about when they could not get together. There has never been a time when union printers worked with nonunion printers.

There has never been a time when a union printer did not work for a foreman who was a member of the union.

There has never been a time when union printers could not refuse to handle a nonunion product.

And there has never been a time when the International Typographical Union did not say, "This is our jurisdiction, and this only."

As the industry evolved and the various machines were invented—linotype machines, monotype machines, casting machines of every kind, keyboard machines of every kind—whenever a new piece of machinery came into a composing room, the union exercised jurisdiction over it, and it trained men to operate it, and it has continued to do that ever since it has been in existence.

The fact that it has done it successfully is proof enough that it was the right way to do it, and it has educated apprentices not only in the shop, teaching them the trade by members of the union, but we have also taught them the trade by an expensive correspondence course, a technical course administered through the International Typographical Union, and we turn out craftsmen, and the employer hasn't had any worry about it. All he has been worried about is how many apprentices he is going to get.

Up until this wartime, the statistics in your annual reports prove that we serviced the industry more than fairly. In other words, year by year we would have from 8 to 10 percent less than full-time wage rate earnings on our members as a whole, indicating that there was a supply of printers, and an ample supply to take care of the needs of the industry.

So we have proved that we have been a decent, progressive, alert, trade union, taking care of its own business, and doing it successfully and satisfactorily to the industry.

Besides that, the very foundation of the ITU was the establishment of union conditions in union offices by union law. That even came to us from England in the chapel rules.

The word "chapel" that we have in our shops comes from over there.

Read Benjamin Franklin's biography and you will see references to the forfeitures that he had to pay in the chapel for misbehaving.

The union conditions have been set by union law and union regulation. We did not have any law about a closed shop. Men simply did not work except for a union foreman, among union men. You had a closed shop from the beginning, just by the free action of free people doing what they ought to do and excluding the chiseler and the untrained, and the fellow that wants to ride on the other fellow's back.

So the union, since its inception, and before that through the typographical societies, gave birth to this system of union law, being the difference between a union shop and a nonunion shop. And those union laws that have to do with the conduct of a composing room are segregated in general laws, and there are only 16 or 20 pages of them, but they are standard conditions, many of them adopted after a condition was practically in effect, and adapted to bring up the stragglers to a standard, and by doing that we have a standard condition of training whereby a man can go from Nova Scotia to Los Angeles, or from Miami to Seattle, and he fits into a newspaper or commercial composing room, and he knows what is expected of him, he performs regularly, he does the things he ought to do, and that particular system is a service to the industry, and it is not a burden.

So the union laws and conditions that we insist be the basis of any contractual obligation is not new; it goes back to the very beginning of our collective-bargaining system. At no time did an employer ever have a contract with the union but what the laws of the union were the unarbitrable foundation of everything that was built from there on up.

So this organization has been able to maintain regular and certainly tolerable conditions by way of the identification between a union and a nonunion shop, namely, the operation under the general laws of the International Typographical Union.

Now, in the years that have gone by there have been different attempts on the part of those who represent American Newspaper Publishers Association to wipe out that foundation stone of collective bargaining. They tried it in 1922, when the International Typographical Union was involved in a commercial strike that cost them $16,000,000 for a shorter workweek. The publishers refused to renew the international arbitration agreement because they wanted to arbitrate all of the conditions of work that might go into a contract.

They wanted to arbitrate everything, and we wouldn't do that, of course, so they refused to renew the arbitration agreement and, of course, we didn't care anything about it anyway by that time; we had had 20 years of it, and it wasn't any good anyway.

But the point is, they took a bad time in which to try to eliminate the union laws as a basis of operation.

They tried it again during the recent war, when they tried to get the War Labor Board to take jurisdiction over this area of union regulation and union-shop regulation, and the Board said that they would take jurisdiction over it, but they would determine all of the issues that came before the War Labor Board, and we refused to go along with that kind of a decision.

We did not do it.

Now, during that time, and prior to that time, we made use of so-called conditions of employment, something that was made use of when the States started to make anti-closed-shop laws, and in some of those instances it was quite agreeable for the employers to agree with us upon that conditions-of-employment form on all of the economic conditions. Then the union would prescribe them as a unilateral document, and he wasn't bothered with signing anything that violated a State law. It was agreeable.

The next time it was used was when the publishers attempted to abolish the laws of the union as a foundation of collective bargaining in 1944, and in that instance we had some 30 unions operating under conditions of employment, and dared the employer to violate any union condition established by the laws of the union. He did not do it.

But he was anxious to eliminate the regulatory basis of union collective bargaining, but failed again.

Now, these people that inherit jobs, or get jobs as secretaries of associations, they like to make a showing for themselves, and tear down these things that the union has built up for its protection.

It is some feat, and they are in their glory if they do. Well, they don't. They haven't yet.

But the Taft-Hartley law gives them another chance, so they are going to try it again, and if they do, it will mean the death of the International Typographical Union. I am not exaggerating.

The CHAIRMAN. Well, I think at this point——

Mr. KERSTEN. I would just like to ask Mr. Randolph this question: You have spoken with considerable feeling, Mr. Randolph, about the union laws and the compliance therewith, and I recognize the fact that you have your laws and your traditions and your regulations, all of which are designed and made for the benefit of the union members.

You would want every union member to comply with those laws and regulations, wouldn't you?

Mr. RANDOLPH. That is right.

Mr. KERSTEN. All right. We also have a system of laws known as the laws of the United States, adopted by an American Congress by a majority vote, and you would also like your union members to comply with those laws, too, when they apply, wouldn't you?

Mr. RANDOLPH. We will insist upon it.

Mr. KERSTEN. All right. Now, if that is true, and if, for example, at this moment, or at this time, the publishers here in Chicago were to offer your union a contract with all of the requests that you have asked for with regard to your union security, with regard to struck work, and with regard to jurisdiction, but with the provision in there that none of these provisos would be considered to be in violation of the laws of the United States, would you accept that agreement?

Mr. RANDOLPH. No.

Mr. KERSTEN. You would not?

Mr. RANDOLPH. No. The reason we would not is because we do not want any "if" proposition. Now, you say "if," and that is a very big "if."

Mr. KERSTEN. It certainly is.

Mr. RANDOLPH. And it involves this: It involves whether or not we are to get a wide-open statement, "We will give you the world, but none of it should violate the law." We want everything in the contract exact, and we don't want any "ifs" about it.

Mr. KERSTEN. All right. Supposing you put everything in there exact, and the only "if" and condition would be that it would not violate the laws of the United States, I will ask you to tell me why that is not entirely American, and as good for the union members as for any citizen of the United States.

Mr. RANDOLPH. We cannot get into that until we see what we are talking about. We cannot take a hypothetical question and answer it. I can answer it this way, that if your statement is that if they give us all that we want by way of security, certainly we will sign it, but that is an awfully big "if." They have so far refused to give it to us.

Mr. KERSTEN. But on the occasion that they made the proposition to you now——

Mr. RANDOLPH. They did not make that proposition.

Mr. KERSTEN. Well, supposing they made it to you now, giving you all of the substantial requests you are making, however, with a provision therein that none is construed to be in violation of the Federal law——

Mr. RANDOLPH. Why, Mr. Kersten, we even proposed an agreement——

Mr. KERSTEN (continuing). Would you accept that?

Mr. RANDOLPH (continuing). That exempted any such idea of violating the law.

Mr. KERSTEN. Would you accept that kind of a proposition now?

Mr. RANDOLPH. I would have to see it, you see; I am too old at the business to take an "if," and I have got to see it in print or typewritten.

Mr. KERSTEN. Well, if everything was offered to your union that you have been asking for, so far as union security, and struck work, by way of provisions in a contract, and the only condition upon which it is offered is that none of those provisions shall be construed to be in violation of the laws of the United States, I will ask you to tell me why that is not a pretty fair proposition.

Mr. RANDOLPH. Well, as you have last expressed it, all it amounts to is if we agreed upon something, would we agree to the insertion of such a clause that nothing in there should be construed to violate the law.

Mr. KERSTEN. That is right.

Mr. RANDOLPH. We wouldn't mind that.

Mr. KERSTEN. In other words, you would accept that?

Mr. RANDOLPH. I say, we wouldn't mind that clause in there, although we want to see to it that it did not violate the law before we sign it.

Mr. KERSTEN. In other words, would you accept that kind of proposition?

Mr. RANDOLPH. I don't know. I want to see the whole thing. We do not accept tidbits and we don't go into hypothetical questions, and we don't take uncertainties.

Mr. KERSTEN. I understand.

Mr. RANDOLPH. This is too serious a job.

Mr. KERSTEN. It certainly is; but you have said before that you don't think you would take that kind of proposition, but now you intimate maybe if you looked at it there would be a possibility; is that correct?

Mr. RANDOLPH. If they give us the things we are wanting, they will have a contract.

Mr. KERSTEN. Would you accept a provision in there that none of these provisions shall be construed to violate the laws of the United States? Would you object to that?

Mr. RANDOLPH. No; not that particular clause; I wouldn't object to it going in there, but the rest of the contract I would have to see.

Mr. KERSTEN. If this law is to be changed, and all laws can be changed——

Mr. RANDOLPH. I hope they can.

Mr. KERSTEN (continuing). At one time or another our laws have changed down through the years, the proper way for your union to seek to change that law is to do the thing you have intimated before and present your case before this interim committee.

Mr. RANDOLPH. That is what we are going to do.

Mr. KERSTEN. That is the way to do it.

Mr. RANDOLPH. That is the way we are going to try to do it. In addition to that, we are going to try to live long enough to do it.

Mr. KERSTEN. That is certainly a laudable thing to do it in that legal way.

The CHAIRMAN. At this time we will stop, and because of the fact there is going to be a special meeting, I understand, tomorrow morning with the mayor, we are not going to take any steps that will interfere in any way with those negotiations, so we will adjourn this hearing until 1:30 tomorrow afternoon in this same room.

The hearing stands adjourned.

(Whereupon, at 4:50 p. m. Monday, December 22, 1947, the hearing in the above-entitled matter was adjourned until 1:30 p. m. Tuesday, December 23, 1947.)

CHICAGO ITU-PUBLISHERS DISPUTE

TUESDAY, DECEMBER 23, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Chicago, Ill.

The subcommittee met at 1:30 o'clock p. m., the Honorable Thomas L. Owens (chairman of the subcommittee) presiding.

Also present: Representative Fred E. Busbey.

The CHAIRMAN. The hearing will come to order.

Yesterday, just about the time the hearing began, I made a statement with reference to the purposes for this committee in coming here to hold this hearing.

I thought that my statement was clear and succinct and understandable, and the papers did publish a clear statement of it, in my opinion, and also recorded faithfully and clearly what took place yesterday during the course of the hearing.

However, it has been called to my attention this morning that one of the later issues of one of the morning papers, and one of the issues of the paper today, had made some statements which were outside of the hearing, attributed to one of the members of the committee, Mr. Kersten.

I have always said, and it has always been the intention of the committee, that the words of the committee would be given through its chairman during the course of the hearing, and at the end or at the beginning of the hearing, so that it will be in the record, and there will be no misunderstanding whatsoever with reference to those facts.

Now, the two quotations about which I have reference are in front of me, and I am going to mention them so that we will clear this as much as possible.

In the issue of the Times newspaper of today the last paragraph says:

> During a recess in the hearing, Representative Kersten told reporters his group might make recommendations to modify provisions of the Taft-Hartley law relating to union security, but added that committee members "always will be concerned about preventing a recurrence of the evils of the closed shop."

Now, Mr. Kersten states that, with one exception, that is substantially correct, and that the one exception is that when he spoke of making recommendations that he was speaking of members of the committee individually, and not as a committee, that any individual member had a right to make a recommendation to the committee in Congress that is handling this matter respecting what he felt should be done concerning the law, and that that part is a mistake.

However, in the Sun of today, this morning, in the last issue, it says:

> After hearing witnesses for the Chicago Typographical Union, Local 16, A. F. of L., and for the six major daily newspapers, Representative Kersten said the information obtained "may result in modification of the union-shop provision of the Taft-Hartley law or perhaps in legalizing the closed shop."

Now, this article does not show whether that meant during the course of the hearing. It says after hearing witnesses.

During the hearing yesterday there was no such statement made, and as to after the hearing Mr. Kersten states that that is a misstatement, and does not say substantially what he said, but rather the one that I read before was substantially what he said.

Now, the use of this term "closed shop" was bandied about here yesterday, and during the course of the hearing I mentioned that the law never used that term at any time.

I called attention to section 8 (a) (3) of the act, and said that in the original National Labor Relations Act that language was the very same as it is in the present act.

In the proviso of the original act—that is, the Wagner Act—there was a statement which the courts interpreted to mean that an employer could bargain with the union to employ only union employees, and no one else.

That, however, was not stated in the law, and we have no way of knowing what the intention was, except as stated by the courts.

In the present law the proviso is slightly different. The language as of the original statement that the employer shall not encourage or discourage membership in the union is the same, as I said, but there is a provision, and we intended, and I can say this as chairman of the subcommittee, that the employer shall have the right to hire and fire, and we made that arrangement, but had a 30-day provision in there for what is called by many people a union shop, whereby after anyone is employed in a shop where arrangements have been made for a so-called union shop—that is, where more than 50 percent of the members have arranged under the law to bargain with the employer for union security conditions—then after that 30 days the person must join the union.

We have set forth the conditions clearly in the law. At least, we feel it has been with reference to that matter, and that is for the employers and the unions to interpret.

We can do no more than set forth the provisions of the law.

Yesterday, during the course of the hearing, it became quite evident that both sides were well represented and we, as a committee, have no intention, and did not come in with any intention, of interfering with the strike or doing anything in any way to make suggestions as to what should be done.

We are here merely to obtain the facts, and I, as chairman, will report those facts back to the full committee.

I trust now that the statement I have made here will clarify that matter completely.

Mr. KERSTEN. Mr. Chairman, may I make a statement?

The CHAIRMAN. Yes, Mr. Kersten.

Mr. KERSTEN. Not on behalf of the committee, but as an individual member, I would like to make this statement:

Yesterday, from the evidence, it was clear that the union here is seeking to bring about some change in the law with regard to their union, and that they desire some return to some form of the closed shop.

There was also an indication that efforts would be made by the union to enter into some kind of an agreement that would seek to evade the present law.

There was also a statement made by one of the representatives of the publishers that they really did favor the closed shop.

The statement that I made, and the statement that I now make, is that the union should not seek to try to evade the law, but should seek to try to enter into an agreement under the law, and that if they sought any change in the law, and if the publishers sought any change in the law, that the proper thing for them to do was to go down before the interim committee set up by title 4 of the act, and present the facts before that committee and seek any change that they, as American citizens, have a right or believe is proper to seek, but not to try to evade the law.

The quotation to which the chairman referred, I believe, was not quite accurate in the respect that it indicated that it was the purpose of the committee to make recommendations, and a statement was made by me that any individual members of the committee, and possibly individual Members of Congress, may make recommendation before this same interim committee under title 4, and any statement along that line was with respect to any individual Members of Congress, as the chair has stated, as they might make.

The purpose of this committee, in my personal opinion, is to observe the facts in this situation, and to be absolutely fair and impartial.

The CHAIRMAN. All right, Mr. Randolph, will you resume the stand, please.

STATEMENT OF WOODRUFF RANDOLPH—Continued

The CHAIRMAN. Mr. Randolph, do you recall where you stopped?

Mr. RANDOLPH. Yes, just about.

The CHAIRMAN. I think we were about in the year 1884.

Mr. RANDOLPH. No, we closed with a statement on my part that the union was going to present to the joint committee a brief or a presentation indicating the extent to which the Taft-Hartley law damages the ITU and I agreed with Congressman Kersten that we should obey the law in the meantime and pointed out that it was a part of our collective bargaining policy to do so. I concluded on the note that we were also going to try to live long enough to do so.

The CHAIRMAN. Yes, I remember now. At that point Mr. Kersten broke in on you when you were making a statement concerning the administrators of the law and the fact that the law had been passed and I commented, I think, that your remarks were directed not against the publishers but toward Congress. I believe those were the words at the time.

Mr. RANDOLPH. We perhaps got off on extraneous things because of the questioning.

The CHAIRMAN. I knew you were giving a very good statement of the history of the past and I did not know whether you had an opportunity to complete that statement concerning the history of

the past negotiations between the ITU and the publishers and the other employers.

Mr. RANDOLPH. Perhaps I can sum it up very briefly with a few sentences in order to lay the foundation for further testimony.

The CHAIRMAN. Yes; go ahead.

Mr. RANDOLPH. First let me say that the union, until approximately 1885, operated unilaterally, exclusively. It adopted its scales of prices and union-shop regulations at union meetings and in accordance with their book of laws. Any employer that desired to hire union printers, hired them under those circumstances, and those who failed to comply with those conditions did not get union printers.

Beginning about 1885 the industry began collective bargaining in which the union bargained only over and above a foundation consisting of the union laws that applied to make the difference between the union shop and a nonunion shop.

The CHAIRMAN. When you say a union shop, what are you calling a union shop so that we will have it clear?

Mr. RANDOLPH. Something entirely different than the Government calls a union shop.

The CHAIRMAN. I do not think the Government classifies it.

Mr. RANDOLPH. Yes.

The CHAIRMAN. The Government has not classified it.

Mr. RANDOLPH. The Taft-Hartley law refers specifically "to a union shop" and that is far different than the meaning of a union shop in the early days of collective bargaining.

The union shop and a closed shop were synonymous so far as union terminology was concerned, except in the early days of the union. The earlier conception of the word "closed" as applied to a printing shop was that the union had barred its members from working for that employer and it was closed to union men.

The CHAIRMAN. Do you see the danger of using terms then that have different meanings through the years?

Mr. RANDOLPH. Yes. So over the years the meaning of those terms has changed and the original union shop was termed "a closed shop," meaning open to only union men. The meaning was completely reversed and the term "closed shop" was then synonymous with union shop so far as union men were concerned.

Now, we have a further departure of terms and the Government refers to a closed shop as a shop composed only of union men and the so-called union shop as one which would compel a new employee to join a union after 30 days if the employer had agreed with the union to establish what is called the union shop after an election held under the law.

The CHAIRMAN. When you say a government, what do you mean? You do not mean in the act in any place?

Mr. RANDOLPH. Yes.

The CHAIRMAN. You say the words "closed shop" were used in the act?

Mr. RANDOLPH. No; the phrase "union shop" is.

The CHAIRMAN. The term "closed shop" is used no place?

Mr. RANDOLPH. It is used by all of the newspapers, magazines, lecturers, radio, and everybody but the Taft-Hartley law itself. The inferences of the Taft-Hartley law are that there can be no legal

contract whereby only union men are employed in an office. At least one Senator, I believe, differs from that interpretation lately.

I believe Senator Jenner of Indiana was remarking that there is nothing in the law that prevented an employer from hiring all union men and he also is supposed to have released a statement that I read in the paper that the act was intended to give to the employer the right to decide whether he wanted to hire only union men or not.

That was somewhat contradicted by another statement that he made. But, however, it indicated considerable doubt about it. The general impression given through the pronouncements of the general counsel of the Board is that it is illegal for an employer and a union to sign a contract stating that only union men will be hired.

The CHAIRMAN. There is no question about that in your mind, is there?

Mr. RANDOLPH. Well, yes, there is a question but as I say, I bow to the superior wisdom of professional lawyers and I keep quiet about it until some court may pass on it and perhaps give some confirmation to my thought on it.

The CHAIRMAN. That is a good statement because I think that is what the final interpretation is going to be when made. But there is no doubt in your mind, I say, about the intention of Congress?

Mr. RANDOLPH. Yes, there is a lot of doubt in my mind about what Congress intended, and the more I study the law the more doubts I get. That is why we are going to try to give Congress some new ideas about it.

The CHAIRMAN. That is what we want.

Mr. RANDOLPH. So that they will eliminate some of these doubts.

Now, again, if I can sum up the situation in a few sentences, I will say that until about 1885 the union operated purely through unilateral acts.

From 1885 on it engaged in collective bargaining, but limited collective bargaining. I mean by that the union bargained over and above the foundation laid by the union laws. The union never worked under any other than a closed union shop condition, if I may combine those words to give you the impression that union men only worked with union men and only under union foremen.

That has persisted until this day. The union has always been in the legal position to follow its own law and principles of its members not handling the production of competing nonunion men, commonly called struck work, sometimes nonunion work.

The union has always been in the position to determine the work tasks over which its members would exercise jurisdiction, that it established a field within which it would work and its members would not work outside that field, and it would not permit nonunion people to invade that field nor would it permit other unions to invade that field.

It had not had very much trouble about that because the trade had been a skilled trade with the lines fairly well marked. The only difficulty has come in the evolution of the trade and the injection of labor-saving machinery to change the processes of the trade. When those things occurred the union invariably and up until today has exercised jurisdiction over the new machinery or new processes that took the place of other processes in the composing room.

Now, we come to a point where the Taft-Hartley law very specifically and very definitely lays the foundation for the destruction of

the International Typographical Union. It was not a provision that was in the Senate bill, and I doubt if it was in the House bill, but it was injected by the conference committee, whereas the controversy apparently bothering Congress up until that time was jurisdictional disputes as between unions. The law was drafted so that it enlarged the application not only to controversies as between unions over certain work, but the law was so changed and so drafted in the conference committee as to prevent a union from taking effective action if an employer chopped up the work previously done by a union and gave some of it to another trade, craft, or class, whether union or nonunion.

Under that condition of power an employer might divorce from the composing room first one trade or craft or class of work and then another, until there was nothing left. Under that law he can destroy the union. Under that law the union would be put to the burden of trying to organize the new trade, craft, or class to whom the employer had given the work, and then trying to represent them in collective bargaining and perhaps having to go through the tortuous task of certification, and so on, unless through economic strength it might do so.

An illustration: It is not a 100-percent fact that proofrooms are under operation by union members in many of the smaller places; it is not so, but under the Taft-Hartley bill what is to prevent an employer where union proofreaders are employed from moving that work out into another room or bringing some nonunion people in and putting them on that work, saying, "This is a class of work that I choose to have done by these people."

The CHAIRMAN. Just a moment there——

Mr. RANDOLPH. Just a minute. Let me give you the illustration.

The CHAIRMAN. Go ahead.

Mr. RANDOLPH. I will try to be clear. That is an illustration of what might be taken away now. But how about work that comes in by evolution? There is now being pushed on the market a device called a teletype setter, a keyboard substituting for the linotype keyboard upon which the employer wants to employ nonprinters and keep them out of the composing room, substituting a nonunion person for a union person sitting at a linotype machine.

Under the Taft-Hartley law our only recourse is to organize these nonunion people that are taking the place of union people and try to represent them. That has been done.

Likewise, employers have granted our jurisdiction over that machinery in other places, but it is an illustration of how the Taft-Hartley law aids an employer in tearing the union apart.

Our defense against that mechanism is to stay together as a union, working only in the whole plant on our whole jurisdiction or not working there. We intend to follow that plan, and if it is against the law it will only be after a court has told us that it is against the law and not upon the estimate of a Congressman, a Senator, or Counsel Denham.

The CHAIRMAN. No demonstrations, please. Just applaud within your heart or wherever you want to applaud, but don't make any noise about it.

Mr. Randolph, here is section 8 of the act. Where do you find those provisions in the act about which you are just speaking?

Mr. RANDOLPH. We are going to have a long afternoon.

The CHAIRMAN. You see what we want to get down to. Here is section 8 (a) (3).

Mr. RANDOLPH. Give me the green book. I am more used to that one.

The CHAIRMAN. This is the law.

Mr. RANDOLPH. Well, it has got the law in the back of it. You can follow me on 8 (b) (4), strikes and secondary boycotts for certain purposes.

The CHAIRMAN. You say you are finding what you say in 8 (b) (4)?

Mr. RANDOLPH. I will read it to you.

The CHAIRMAN. Well, read the first statement of 8 (b) first, before you read (4).

Mr. RANDOLPH (reading):

(b) It shall be an unfair labor practice for a labor organization or its agents * * *

(4) To engage in, or to induce or encourage the employees of any employer to engage in, a strike or a concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, where an object thereof is: * * *

(D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work.

The CHAIRMAN. Read the proviso now.

Mr. RANDOLPH (reading):

Provided, That nothing contained in this subsection (b) shall be construed to make unlawful a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under this act.

The CHAIRMAN. And you are using that to support your illustration?

Mr. RANDOLPH. The proviso is solely a matter having to do with picketing. It hasn't anything to do with the provisions I read to you as of subsection (D).

The CHAIRMAN. While you are making those conclusions I just want to call your attention to the act. In section 8 (b), before you get to (4), you have this wording—

It shall be an unfair labor practice for a labor organization or its agents—(1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7: *Provided*, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein.

Mr. RANDOLPH. That hasn't anything to do with the question I have just brought up; absolutely nothing to do with this question.

The CHAIRMAN. I just wanted to know where you based your statement.

Mr. RANDOLPH. I based it exactly on what I read.

The CHAIRMAN. Just on 8 (4)?

Mr. RANDOLPH. 8 (b) (4) (D)?

The CHAIRMAN. All right.

Mr. RANDOLPH. And I illustrated how 8 (b) (4) (D) would work to destroy the entire International Typographical Union, and it will do

so because the employers are ready, able, and willing to make use of that law and the only thing that will stop it is the united effort of this union to hold itself together and not allow its members to work in any shop unless that shop supplies work to our members on all of the kinds of work that we have been covering and upon all of our legitimate jurisdiction.

The CHAIRMAN. Of course, now Mr. Randolph, starting with 8 (a) it states:

> It shall be an unfair labor practice for an employer * * * (3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization.

Under that won't it be true that if an employer were doing any of the things that you just mentioned for the purpose of harming the union it would be absolutely subject to the discipline under this act?

Mr. RANDOLPH. It hasn't the slightest thing to do with it, Congressman, not the slightest thing.

The CHAIRMAN. All right. You go ahead, then.

Mr. KERSTEN. Now, if I may interrupt there. When you make that statement as though it is the final judgment, are you prophesying that that is what the Court will hold?

Mr. RANDOLPH. No, I am making no prophecy. I am trying my best to keep within the restraints of the law as interpreted by our lawyers.

Mr. KERSTEN. I see. Okay.

The CHAIRMAN. Well, I think you have got good lawyers.

Mr. RANDOLPH. Now, we are continuing to try to operate within this law and we have endeavored to bargain in good faith as the law provides. Let us look for a minute as to how we propose to bargain.

I will call your attention to section 8 (d) which outlines the duties of parties in collective bargaining, subject to interpretation of course, and the last guess of the Supreme Court will be the law, but we conceived that it encompassed all of the things we have done.

Of course, some of us conceived that section 7 would permit us to bargain or not bargain as we saw fit, but another section seems to conflict with that, but section 8 (d) is headed duties of parties in collective bargaining.

The CHAIRMAN. In other words, it substantially says that you are to bargain; if one of the parties desires it, you put the terms of the agreement in writing. That is the substance of it?

Mr. RANDOLPH. It is only a paragraph and I would like to read it.

The CHAIRMAN. Yes. All right, go ahead.

Mr. RANDOLPH. In order to explain how our procedures are conceived to be within the law. We resent very much any statement by anyone that indicates that we are trying to avoid the law, and that we are trying to evade it, that we are trying to violate it. We are not. We are trying to live and make use of such legal rights and prerogatives as remain to us under the law and in doing so we have to be guided by the views of our attorneys.

The CHAIRMAN. That is right.

Mr. RANDOLPH. Now, section 8 (d) outlining the duties of the parties in collective bargaining states:

> For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession: *Provided*, That where there is in effect a collective-bargaining contract, covering employees in an industry affecting commerce, the duty to bargain collectively shall also mean that no party to such contract shall terminate or modify such contract, unless the party desiring such termination or modification—
>
> (1) serves a written notice upon the other party to the contract of the proposed termination or modification 60 days prior to the expiration date thereof, or in the event such contract contains no expiration date, 60 days prior to the time it is proposed to make such termination or modification;
>
> (2) offers to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications;
>
> (3) notifies the Federal Mediation and Conciliation Service within 30 days after such notice of the existence of a dispute, and simultaneously therewith notifies any State or Territorial agency established to mediate and conciliate disputes within the State or Territory where the dispute occurred, provided no agreement has been reached by that time; and
>
> (4) continues in full force and effect, without resorting to strike or lock-out, all the terms and conditions of the existing contract for a period of 60 days after such notice is given or until the expiration date of such contract, whichever occurs later.

I say that we have complied with that law 100 percent.

We believe that after the 60 days have expired, neither side owes the other side any obligation.

We followed that law in its two alternatives—the meeting at reasonable times, and conferring in good faith with respect to wages, hours, and other terms and conditions of employment—and if we could arrive at a point where those conditions were satisfactory, that we could prescribe them as a scale of the union, as we did from 1852 to 1886, and not be in violation of the law.

Others have sought to misrepresent that activity and say that it is illegal. We don't believe it is.

We have proposed such a form of contract as would protect us in our necessities, and if the employer sees fit to agree to that we will sign it with him.

The CHAIRMAN. Well, Mr. Randolph, just so we have this clearly, we both know that prior to the passage of the original National Labor Relations Act that there was no requirement in the law with respect to what the employer or the union should do, and then, if a strike were called, the union had to depend purely upon its economic power to prevail.

But a law was passed which gave the men an opportunity not only to depend on economic power but to be able to be reinstated in their positions and paid back pay if there were any unfair practices on the part of the employer.

This law has continued that.

Now, are you telling me that your interpretation is that when the 60 days is ended that the obligation ceases, and that if you continue on that you still keep these men and give them the rights under the law to be reinstated in their positions and be given back pay in the event you refuse to further go ahead with the law?

Mr. RANDOLPH. No; we are not trying to use either the provisions of the Taft-Hartley law or the Wagner Act——

The CHAIRMAN. In other words, you are depending purely upon economic strength.

Mr. RANDOLPH (continuing). To preserve or to give any governmental favors to either side.

The fact is that it was proved right in this city that even the Wagner Act, with all its supposed abuses, would not compel an employer in the printing industry to do one single thing he didn't want to do.

That, my dear sir, was the Donnelley case that was pursued to its end as far as it could go, and in the end Mr. Donnelley said:

> I will never run a union shop. I will never sign a contract with the union. I do not agree with anything they propose. The answer is "No."

And the Government retired to the silences and "no" was the answer.

Now, that was the conclusion of all of the alleged Wagner Act abuses, because the Supreme Court of the United States so said, that no one should be compelled to change his position or agree to anything, but if he did agree, the Supreme Court said, he must put it in writing. That is all the Supreme Court ever said.

The CHAIRMAN. You are not saying if the employees had the power to form a collective-bargaining unit in any plant, whether it is that or any other, that the employer would not have to bargain with them collectively under the law?

Mr. RANDOLPH. He went through the motions prescribed by the law, and he sat around the table with his lawyers on one side, and the union representatives on the other, and that is how it finished. He just went through the motions.

The CHAIRMAN. Is there a collective-bargaining unit in the plant?

Mr. RANDOLPH. No; there was a collective-bargaining unit recognized by a vote under the Wagner Act, and he sat around and bargained with the representatives of that unit. He did not agree to anything. He openly stated, "I don't agree to that kind of philosophy, I will never do it."

And he didn't do it.

The CHAIRMAN. Don't you agree, Mr. Randolph, if he did not bargain collectively and the men went out and struck, that that firm would have to reinstate them and pay them back pay for unfair labor practices for refusing to bargain collectively? Is there any doubt about the fact that the law says that?

Mr. RANDOLPH. The imagination that is used in using the words "bargaining in good faith" is something to behold.

Neither you nor the Supreme Court of the United States can define it or make it work. It is a matter of intention. You cannot examine into the skulls and brains of human beings to find out what constitutes good faith.

The CHAIRMAN. I think I see what you mean. In other words, if the human beings don't want to be decent, the law cannot make them decent.

Mr. RANDOLPH. There was a strike because he would not bargain—he would not agree to anything; there was a strike, and the strike was lost because he had the superior economic power, and that is his position today, and I defy anyone to change that position by any law you make unless you go into dictatorship. You cannot compel people to agree, and at this moment, my dear sir, that is exactly what our employers in both branches are attempting to do to the membership of the International Typographical Union.

Now, let me go a little further and show you that we did bargain, not only for wages, hours, and conditions of employment as stated in the law, but by the offering of a proposed contract which we said we would sign if the other fellow would agree to it.

The CHAIRMAN. Is it your statement that these men in Chicago with whom the union has had such wonderful relations through all these years are trying to break the union?

Mr. RANDOLPH. They are taking the identical technical position as regards contracts that those who are attempting to do that job on us are trying to do.

All of them profess—all of them without exception—profess love for us and state that they will not harm us if they can prevent it.

But what good are professions of love when they say they will not do any of the things that will protect us in case they should want to do that very thing?

We cannot believe their professions so long as they take the position that we must hand them the sword with which on impulse or whim they can decapitate us.

The CHAIRMAN. Aren't they willing to follow the law?

Mr. RANDOLPH. Yes, my dear sir, they will follow the law, and in following it give us the sharp edge of the sword, if it occurs to them. That is what we have been trying to prevent in the presentation of the kind of a contract that we have offered them.

Now, let us see what kind of a contract we have offered them. We offered them nothing that we do not have today except a cancellation clause.

We offered them a contract whereby they would do as they have always done for 95 years, recognize the operation of union laws in their composing rooms, except as may be in violation of the law or the contract that we write.

By that very clause we eliminated any of our union laws that violate any State or Federal law, and to give the lie completely to the allegation that we are trying to make our laws effectively willy-nilly, whenever made, regardless of contract procedures. We have never done that.

So we have asked them for nothing but what we have always had with regard to the operation of the union laws.

We asked them to recognize that we had the right to determine our own jurisdiction, but to be very fair about it, we provided that if they did not like the decision that we made on jurisdiction they could cancel the contract on 10 days' notice. There is nothing unfair about it.

We have never arbitrated with them about our jurisdiction. We have never let anybody question it. Why should we now? Why should we let them chop us up by agreement, if you please? Why should we make a contract that would tie us down to where we could be sued if we violated it, while they were dismembering us.

Of course, we have to have that kind of protection.

We asked them to agree in a contract that the union had no power to prevent our members from refusing to cross a picket line.

The CHAIRMAN. Do you have a copy of the agreement that you offered?

Mr. RANDOLPH. I don't have it. I can get it. It is referred to as P–6 (a).

They won't agree to that.

Now, our members may individually, even according to the law, refuse to cross a picket line if they are educated in the various and sundry steps that they have to take whereby they can find out whether they can cross the picket line or by which the individual can refuse to cross a picket line.

Our members might refuse to cross a picket line by other members of our organization and subject us to legal punishment by doing it en masse.

We have no delusions about how judges look upon movements of a number of people having the same idea, no matter how naturally it comes to everyone of them to have that same idea at the same time.

The CHAIRMAN. What do you mean by that?

Mr. RANDOLPH. I mean by that that if a hundred men refuse to cross a picket line at the same time, that 9 out of 10 judges would say that that was collusive effort against the law. That is what I mean by that.

The CHAIRMAN. What proof do you have of that statement by saying that 90 percent of the judges would do that?

Mr. RANDOLPH. Well, that is an opinion. Let's not go off on that tangent. Let us stay with the facts.

We asked them to agree to—you can wander up a lot of avenues——

The CHAIRMAN. I am just saying, if any law is going to be passed on the theory that a judge is not going to follow it, our Nation is certainly ending.

Mr. RANDOLPH. I agree with you, but that is beside the point.

We pointed out that we could not, as a union, control our members on a matter of such emotional and economic necessity to them, and we said to them, "If our members refuse to cross a picket line, let us agree that it is not a breach of the contract." They would not agree to that.

We asked them further that if there was any substandard work that came into the office and our members refused to handle it, that it would not be a breach of the contract, no matter what it is to the law. We are taking our chances under the law. Whatever we do, we are responsible to the law. We were asking from them an agreement upon the question of whether or not refusal to handle substandard work was a breach of the contract, bearing in mind that the employer does not have to buy substandard work, he does not have to take away our jurisdiction a piece at a time, he does not have to do those things. The law does not compel him to. Therefore, there is no reason why he cannot contract with us that he won't do those things that will kill us off.

The CHAIRMAN. Just a moment, now.

There is a provision at the start of the act that probably you or the company may not have taken into consideration, and I want to call that to your attention.

Of course, under the law it was always understood that one party to the contract could waive something that would be just for his benefit, but the very first section of the law under the title and declaration of policy said:

This Act may be cited as the "Labor-Management Relations Act, 1947."

(b) Industrial strife which interferes with the normal flow of commerce and with the full production of articles and commodities for commerce, can be avoided or substantially minimized if employers, employees, and labor organizations each recognize under law one another's legitimate rights in their relations with each other, and above all recognize under law that neither party has any right in its relations with any other to engage in acts or practices which jeopardize the public health, safety, or interest.

It is the purpose and policy of this Act, in order to promote the full flow of commerce, to prescribe the legitimate rights of both employees and employers in their relations affecting commerce, to provide orderly and peaceful procedures for preventing the interference by either with the legitimate rights of the other, to protect the rights of individual employees in their relations with labor organizations whose activities affect commerce, to define and prescribe practices on the part of labor and management which affect, and are inimical to the general welfare, and to protect the rights of the public in connection with labor disputes affecting commerce.

You will notice I am calling your attention to the fact that there is a possibility later the court might hold that, even thought the two parties might think they have not affected any rights, the court might determine it is void because it affects the rights of the public.

Have you taken that into mind?

Mr. RANDOLPH. Well, that is a long process, and to get a decision on an allegation of affecting the public welfare in the face of specific definitions already in the law would be futile.

The definitions I referred to are already in the law, and we have only asked the employers to agree to what they can legally agree to and nothing else. We do not want anything that is not legal, and finally we asked them this—that if we have any controversies, that they would be settled exclusively by the joint-standing-committee procedure—that is historic with our organization—and by that body exclusively, and that any claims for damages would be limited to $25, except in the case of wages.

The CHAIRMAN. When you are stating that, are you saying that under the provisions of the law that an employer is able to say immediately that he will make a contract and if there are violations that they won't later affect the public welfare in any way?

Mr. RANDOLPH. Well, I am unable to go with you on that long, tortuous, and futile path called "pursuing the public welfare." That is not done in these United States today.

The CHAIRMAN. I think it is being done right now, Mr. Randolph.

Mr. RANDOLPH. The way that you think it is going to be done is through recourse to courts that are going to try under this law to determine too many things that they can't determine. The setting of courts at the bargaining table is one of the biggest mistakes of the Taft-Hartley law.

Mr. KERSTEN. Mr. Randolph, didn't you say a few minutes ago that you would disregard everything else until you got a court decision; you were looking for that?

Mr. RANDOLPH. Oh, no, no; we are trying to bargain and live while these other questions of law are being decided. There are a lot of differences about this law and its application and they will have to be decided by the court, but in the meantime we are pursuing, as everyone must pursue, that course which is advised by lawyers and we don't simply give up because the employers tell us all of these things you must do. We say, "Wait a minute, we have one or two things we can do over here, too, and one is to work or not work, and we are going to hold on to that right no matter what."

The CHAIRMAN. Well the act gives you that right, doesn't it?

Mr. RANDOLPH. No, it does not; only in some cases.

Mr. KERSTEN. That is not correct, Mr. Randolph. It specifically provides for that.

Mr. RANDOLPH. Haven't you heard of the injunctions already issued restraining strikes?

Mr. KERSTEN. Have you heard of section 502 of this act which reads as follows:

> Nothing in this Act shall be construed to require an individual employee to render labor or service without his consent, nor shall anything in this Act be construed to make the quitting of his labor by an individual employee an illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service, without his consent; nor shall the quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee or employees be deemed a strike under this Act.

Have you read that?

Mr. RANDOLPH. I have not only read it but I am glad you brought it up.

Mr. KERSTEN. I am glad, too, because that does not prove what you previously said.

Mr. RANDOLPH. Let me prove that it does. That has to do with the right of an individual.

Mr. KERSTEN. That is right.

Mr. RANDOLPH. I have been talking about the rights of the union. I think everyone today will realize that only by organization in the unions can people be effective. One man against a corporation is nothing. He must have a union if he is to have any rights that are effective.

Mr. KERSTEN. I agree with you.

Mr. RANDOLPH. But that section does not say that nothing in here shall be construed from preventing a union from stopping work whenever it sees fit.

Mr. KERSTEN. What you previously said, Mr. Randolph, was that you could get an injunction against an employee.

Mr. RANDOLPH. No; against the union. I did not say the employee. I said against the union. Injunctions have been issued against unions and they are threatening to be issued already, at least in the public press, and Mr. Denham is considering enjoining the International Typographical Union.

The CHAIRMAN. Only under two sections of the act can such temporary process issue. You know that that is under 8 (b) (4) where it is a jurisdictional strike or secondary boycott; isn't that true?

Mr. RANDOLPH. All right. Didn't I get through and show you how the employer could chop the thing to pieces and then Mr. Denham can rush in and stop us from striking. That is what I am calling to your attention.

The CHAIRMAN. That is one of the offshoots from the same part of the law, 8 (b) (4).

Mr. RANDOLPH. It is the unfair labor practice of that act that makes the Taft-Hartley law a slave-labor law and it brings the courts right into the enforcement of that slavery.

The CHAIRMAN. Mr. Randolph, we are here to get facts and not just general statements.

Mr. RANDOLPH. I have given you the illustrations and I have given you the facts and if you don't like my conclusions I am sorry.

The CHAIRMAN. Well, I don't agree with your conclusions anyway.

Mr. RANDOLPH. I think that is about all I have to say.

The CHAIRMAN. Go ahead.

Mr. KERSTEN. Just a few questions, Mr. Randolph.

I recognize that, of course, first of all as you say, unions are absolutely necessary to collectively bargain with employers and they should be on as much of an equal basis as possible. The individual employee is no match for a company, so far as the general rights of workmen are concerned. However, there are certain rights when it comes to hiring and firing, and certain other rights, and I am particularly interested in getting your further opinion with regard to this question of jurisdiction.

As I understand it, you claim that by not having the jurisdiction to assign its members, a union might be broken up by an employer who would enforce these provisions that you refer to, and take over some of the elements of jurisdiction. That is your position substantially, isn't it?

Mr. RANDOLPH. I did not present it that way. The union does not assign its people. The union has trained men able to do a number of operations in a trade which we call the printing trade.

Mr. KERSTEN. Yes.

Mr. RANDOLPH. Now, these members make their living working on these various classes of work that go to make up our trade and I said under the Taft-Hartley law the employer can go into the composing room and chop it up and assign the work to others.

Mr. KERSTEN. Others of the same union?

Mr. RANDOLPH. No; others outside of our union—nonunion people.

Mr. KERSTEN. Not if you have a union-shop contract?

Mr. RANDOLPH. Now, you are bringing up a union-shop contract.

Mr. KERSTEN. Yes.

Mr. RANDOLPH. Now, let's see if that is true. It is not even true there in what you call a union shop. What the Taft-Hartley law refers to——

Mr. KERSTEN. I understand the distinction that you make.

Mr. RANDOLPH (continuing). Is one where the employer hires whom he pleases and then the union has an option of taking them in within 30 days, if it wants him; and he has to join within 30 days or he can be moved out by the employer.

Mr. KERSTEN. That is right.

Mr. RANDOLPH. But if he is not a desirable character, the union does not want him, he can still work there. The employer does not have to get rid of him. And if the employee thinks the dues are too high, he can complain to the Board, and if the Board thinks they are too high, he can still work there.

That does not change the situation at all as regards the powers of the employer to move out these collections of work to other people, whether it is a union shop or whether it is not. He still has that destructive right, and I say in all fairness to you gentlemen, it was put in there in the conference committee's report, and maybe you did not know it was there.

The CHAIRMAN. You are mistaken about that.

Mr. KERSTEN. On the question of hiring, do you think that the union or the employer should have the right to do the hiring?

Mr. RANDOLPH. Why, the employer does the hiring; but in our industry it is historic that the employer does it through a foreman and that foreman has always been a member of the union.

Mr. KERSTEN. When you say that you believe that the employer should do the hiring, supposing that he would want to hire someone, that the man who had applied for work was not a member of the union but he was a prospect for membership; that is, if he were employed he would be a member under a union-shop contract. When it comes to that individual, would you say that the employer should have the right to decide as to whether he is hired, or the union?

Mr. RANDOLPH. I am not going to try to interpret the act on that kind of a situation. I can say to you our history and our tradition, our religion, is that firmly imbedded in us that we will work only with union men, and he is hired through a union foreman. That is a formula I will not desert as the best thing for the industry and the best thing for us and the best thing for the country. That is our formula and we won't change it in our minds no matter what the law does to change it for us. It is still a part of us.

Mr. KERSTEN. In effect what you are saying, therefore, is that the union shall have the final say in hiring an individual?

Mr. RANDOLPH. No; I have not intended to say that and I don't say it now.

Mr. KERSTEN. What do you say?

Mr. RANDOLPH. I say the union composed of people of like ability, temperament, and good conscience have formed an organization through which they are to bargain with an employer, and in my opinion—of course, you don't want conclusions, so I better forget them.

Mr. KERSTEN. I don't understand you, Mr. Randolph. If you say that the employer should have the right to hire an individual, you are in the same breath saying that the employer may hire only those that the union designates.

Mr. RANDOLPH. Congressman, I am not going——

Mr. KERSTEN. Aren't you in effect saying that the union should do the hiring?

Mr. RANDOLPH. No; not at all. I am saying that the union has a supply of competent people ready, able, and willing to do the work of the employer under contract, and they should be allowed to contract to do it.

Mr. KERSTEN. I can understand the position of those that contend for a closed shop. I can understand that very well. But all those that have contended for the idea of the closed shop have admitted, or many of them have, it is the union that has the final say in hiring the individual.

Mr. RANDOLPH. It is not so in our industry.

Mr. KERSTEN. You differ somewhat in what respect?

Mr. RANDOLPH. It is not done in our industry. It is done by the employer through a foreman.

Mr. KERSTEN. When you say through a foreman, then the employer is limited to that method, isn't he?

Mr. RANDOLPH. That is right; that is done by contract and that has always been. The contract has always been and the union law has always designated the foreman as the only man in the composing room with authority.

The CHAIRMAN. Just a moment. Would you yield to me?

Mr. KERSTEN. Yes.

The CHAIRMAN. Are you considering the foreman to be the agent of the employer or the union?

Mr. RANDOLPH. He is the agent of the employer undoubtedly.

The CHAIRMAN. And therefore that foreman, under the present law being the agent of the employer, would, you say, choose the individual whom the employer would want to select; is that correct?

Mr. RANDOLPH. No; he is designated to do the work. He is designated to do the hiring. It is designation by contract as well as by union law. He is the man with the authority to hire.

The CHAIRMAN. Go ahead.

Mr. KERSTEN. Now, you have pointed out section 8 (b) (4) (D), very forcibly stating that this gives the employer the right to break up the union. That portion reads as follows:

(D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class—

And so forth. In other words, I take it you believe it should be the function and the power and the prerogative of the union to do the assigning of particular work in the plant; is that right?

Mr. RANDOLPH. No; not in the least. I said nothing that gives that impression.

Mr. KERSTEN. Well, I certainly don't understand the English language very well, then, because you have stated previously that you believe that this prohibition against the union from assigning the work would permit the employer to break up the union.

Mr. RANDOLPH. No, no. We have always contracted so that the employer agreed with the operation of our laws and the operation of our laws covered a certain area of work as belonging to us. That work was not taken away by contract. That work can still be set by contract, but the employer does not want to do it.

Mr. KERSTEN. All right. Let me ask you this question: In assigning work in a plant, who should have the authority, the employer or the union; can you answer that question?

Mr. RANDOLPH. Yes; certainly I can.

Mr. KERSTEN. What is the answer?

Mr. RANDOLPH. The answer is that the kinds of work must be understood as belonging to the union members to perform. After that is understood the union members will work in that area and in no other, and whatever work is done in that area is done under the supervision of a foreman and he assigns each individual to whatever work he wants him to perform. It is very simple.

Mr. KERSTEN. I don't find it quite so simple. The question is, Who shall have the power of assignment, the employer or the union? I will put it once again. Can you say one or the other?

Mr. RANDOLPH. That won't do because that is a trick question, Mr. Congressman.

Mr. KERSTEN. I don't think it is tricky. It is rather plain.

Mr. RANDOLPH. I think it is a tricky question endeavoring to get me to make an answer on that record that can look as though the union was trying to dictate who was going to assign work, and that is not what I am going to do.

The CHAIRMAN. You object to that question as not being acceptable to answer?

Mr. RANDOLPH. Not a "Yes" or "No" answer. It is not acceptable to a "Yes" or "No" answer. I answered it several times clearly.

The CHAIRMAN. As an attorney I would have to overrule an objection on that and I would say no matter whether you answered "Yes" or "No" you are entitled to give an explanation of your answer.

Mr. RANDOLPH. It can't be answered "Yes" or "No." It is like one of those questions, "Have you stopped beating your wife."

Mr. KERSTEN. I can understand, Mr. Randolph, that you take the position that this section 8 (b) (4) (D) is inimical toward a union because it gives the employer the right to break up the union: I can understand your position if you state that you believe the union should have the right to assign this work in the plant—I can understand that position—but when you say that the employer should have the right to assign the work perhaps or does through his foreman, I don't square those two statements.

Mr. RANDOLPH. I am sorry; I am sorry, sir. I have done my best.

Mr. KERSTEN. I have done my best to understand you and that has not been very clear to me.

One or two more questions.

If you were to offer a contract now, Mr. Randolph, to the publishers—and I am not speaking about details—could you give us, generally speaking, the kind of a contract that you think the publisher should accept so that these men can get back to work?

Mr. RANDOLPH. Congressman, all they have to do right now is start paying them a fair wage and they can get back to work. We can argue these imponderables from now on, trying to find a solution. I can't give it to you now.

All I can say is this. The international union authorized this strike for one purpose and one purpose only and that was wages. It was authorized after the executive council of the International Typographical Union spent 5 days trying to do the very thing you are asking me to do in a minute.

We discussed contract, contract, contract, for 5 days, at the end of which time I asked them to talk about money. They would not talk about money. They would not set any amount whatsoever of an increase, so the union had to set a scale and say, "Here it is. Take it or leave it."

Mr. KERSTEN. Well, isn't it true that the policy adopted by the international is a definite "no contract" policy right now?

Mr. RANDOLPH. No, Mr. Congressman: it is not. It doesn't say so in the policy itself. The policy itself is susceptible to considerable interpretation and the executive council of the ITU, by which the policy is set up, is the interpretative power and it has been trying to apply that policy in a peaceable way to continue peace in the industry but to protect the union, and any contract that a local union enters into must first be approved by the executive council of the ITU to see that it does conform to that policy.

Now, we have contracts, some of them, the P–6 (a) form; but the whole point is in Chicago there is a difference of opinion, a wide difference of opinion, of what a contract should contain, and I submit to you that that is none of the business of the United States Congress or the courts. That is the business of the contracting parties so long as they stay within the law.

Mr. KERSTEN. Very definitely. You are right about that. No question about that.

Mr. RANDOLPH. Yes. And the trouble here is, and the trouble throughout the country is, that the employers will not agree upon the kind of a contract that we believe protects us and we can't see our way clear to go into the kind of a contract they want to protect them, so we have a difference of opinion, an honest difference of opinion, as to what the contract should contain.

We are failing to arrive at satisfactory contracts so far as the whole area of previous contracting subjects is concerned, but we are agreeing upon wages daily, and increased wages in this inflationary period are very necessary, and, as I said before, some 225 unions between August 22 and today have made such peaceable arrangements, and it could be done in Chicago; it could be done today.

The CHAIRMAN. Will you yield, Mr. Kersten?

Mr. KERSTEN. Yes, I will, Mr. Chairman.

The CHAIRMAN. Do I understand you, Mr. Randolph, that you would just as soon see this entire National Labor Relations Act taken off the books?

Mr. RANDOLPH. I didn't say so, but if you ask me I will tell you "Yes."

The CHAIRMAN. In other words, you would just as soon have Congress remove the National Labor Relations Act from the books now?

Mr. RANDOLPH. Completely.

The CHAIRMAN. And depend entirely upon your economic strength?

Mr. RANDOLPH. Depend entirely upon the good conscience and the collective bargaining that we have done for 95 years.

The CHAIRMAN. In other words, you understand and you give the men to understand that in that case, if there should be any unfair practices on the part of the employer, and you had strikes, that you had to depend upon your strength as you said before against some employer who would have superior strength, that there could be under no circumstances any opportunity for the men to be reinstated and given back pay; the only way you could win is just by force of your strength alone, and you are willing to give up the law and pursue that course, are you?

Mr. RANDOLPH. Mr. Owens, if in 12 or 13 years the labor movement of this country hasn't learned that very essential fact, I doubt that it will ever learn it and you might just as well remove your governmental restrictions and your alleged protections and let them learn to bargain successfully as we did for 95 years.

The CHAIRMAN. And during that 95 years do you feel that your success was due, Mr. Randolph, to the fact that you were economically powerful enough to overcome the employers?

Mr. RANDOLPH. No.

The CHAIRMAN. Or because you had good relationship through those periods by virtue of superior management on both sides?

Mr. RANDOLPH. It was done because both sides approached the bargaining table honestly and fairly and we got along as American people ought to get along.

The CHAIRMAN. Then the question of the law insofar as that is concerned, if you were able to get along before that way, will you tell me wherein the law has interfered with that arrangement?

Mr. RANDOLPH. Yes; I have been telling you for 2 days.

The CHAIRMAN. No demonstrations, please. I will have to ask you to leave the room. I would hate to do that to my friends, but please don't make demonstrations.

Mr. RANDOLPH. I hope I haven't invited them. I have been trying to be plain.

The CHAIRMAN. I want you to understand that, naturally, sitting here as Congressmen who helped draft it, we don't feel any too good when you state that we didn't know what was in the act or that it is a slave-labor bill to people who have represented labor through the years. You might think that those statements can be made without any repercussions of any kind, but you naturally would expect some reaction from me.

For that reason I am asking you about this law, for you to state wherein it has prevented you from moving just as you have always done.

Mr. RANDOLPH. Well, I have been trying to explain to you that it is preventing a closed-shop contract, which is one we have always had.

The CHAIRMAN. Where is there any expression in the law about a closed-shop contract or the statement that you can't make what you call a closed-shop contract?

Mr. RANDOLPH. Well, if you will make that stick I will be the happiest man this side of Washington.

The CHAIRMAN. You told Mr. Kersten that you believe that the employer had the right to do the employing, didn't you?

Mr. RANDOLPH. That is right.

The CHAIRMAN. And that is all the act says; isn't that true?

Mr. RANDOLPH. No.

The CHAIRMAN. All right, tell me where it doesn't say that.

Mr. RANDOLPH. Well, it says that you can't discriminate in the hiring of an individual whether he belongs to the union or if he doesn't.

The CHAIRMAN. That is so as to discourage or encourage membership in a union?

Mr. RANDOLPH. Yes.

The CHAIRMAN. Where is there anything in that portion of the act to change the situation you have always had, that is, if the employer has the right to employ the person, where does it change the relationship that you had before the act was ever passed, that is the original National Labor Relations Act?

Mr. RANDOLPH. I can't follow all the sections, but where we come to the point where we had to hire a lawyer and we had to leave off our own interpretations, we found they were wholly inadequate. I have left everything up to the lawyers, and they tell me it can't be done. Mr. Denham says it can't be done, all of the legal services say it can't be done, but if you can show where it can be done you are going to help us all.

The CHAIRMAN. What can't be done?

Mr. RANDOLPH. A closed-shop contract.

The CHAIRMAN. Yes; but there wasn't any closed-shop contract in the original Labor Act either.

Mr. RANDOLPH. But we had it, but now we can't have it.

The CHAIRMAN. In what you call the "closed shop," you say that the employer has the right to employ. Now, if he has the right to employ where does this act interfere with that right?

Mr. RANDOLPH. Because he had the right to employ under a union contract only union men, and they tell us now that can't be done.

The CHAIRMAN. Who told you?

Mr. RANDOLPH. Well, our lawyers told us.

The CHAIRMAN. The employer can employ anybody he wants, can't he?

Mr. RANDOLPH. The employer says that he can't make that kind of a contract.

The CHAIRMAN. He can employ anybody he wants, can't he?

Mr. RANDOLPH. Well——

The CHAIRMAN. Now, are you telling us that the employer had the right before to employ anybody he wanted, and he had that right if you were the one that could tell him only who he could employ, that he still had that right?

Mr. RANDOLPH. No; I told you before that we had a contract whereby he agreed to employ only union men in a given area of employment, and he says he can't make that kind of a contract now.

The CHAIRMAN. All right. Now, you understand, Mr. Randolph, just leaving aside a fine union like local 16, or these men here, that throughout the country if a union, say, put a man out of work without any reason—they just simply didn't like him—the leader didn't like that man—could he get any work through that industry throughout the country?

Mr. RANDOLPH. Well, I don't know.

The CHAIRMAN. Could he?

Mr. RANDOLPH. I don't know, sir.

The CHAIRMAN. All right. Now, have you any objection to the fact that if, for instance, say it was your own union, that would be an assumption, that some man was put out of the local for no good reason at all, none at all, except that the head of the union didn't like him, that man from that time on would be absolutely eliminated from getting any work in any of these Chicago plants?

Mr. RANDOLPH. A man can't be put out of the typographical union that way.

The CHAIRMAN. I said "assuming." Now, follow me. I am saying not your union, but assuming that happened in a union, whether it was yours or anybody's, not saying that it couldn't happen, are you saying that there shouldn't be a law to protect that man to see that he is going to be able to work in his occupation?

Mr. RANDOLPH. There are dozens of court cases that say no, long before Taft-Hartley. You can't throw a man out of a union without cause or due process. There are dozens of court cases to that effect.

The CHAIRMAN. I don't care what you call due process. You or Mr. Pilch said yesterday, when I called something to his attention, he said that might take 2 years to clear up. Don't you know that there are unions where men have been discharged, say now, and the appeal might happen to be to the convention which is going to convene in 1950? You know that, don't you?

Mr. RANDOLPH. I don't know about those things; no.

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The CHAIRMAN. You don't know about any of those?

Mr. RANDOLPH. No; I don't know them. All I know is about the typographical union and I am trying to know all about that.

The CHAIRMAN. Well, Mr. Randolph, your men should know. It might be true of the typographical union but if I were to tell you that in all those weeks of testimony, in which no one appeared from the International Typographical Union, but men appeared from all over the Nation, labor leaders and others, to show that even in unions men had been put out of unions without, as you call it, proper recourse.

You say go to the courts, but you don't want to go to the courts. Those men were absolutely prohibited by that, virtually an economic Siberia, not able to work in their chosen occupation any place throughout the country. Would you say that some help shouldn't be given them to give them a right to do their work? Is that what you are saying, Mr. Randolph?

Mr. RANDOLPH. Not at all. I am saying that the courts of the land have always, long before either the Taft-Hartley law or the Wagner Act, the courts of this land have seen to it in every case brought to it that anyone thrown out of a union had to be given a trial and there had to be a fair showing that he was thrown out for good cause or for cause.

The CHAIRMAN. Mr. Randolph, don't you know that every court has held that he had to follow the rules all the way through whether it meant it took 5 years, if he had to appear before his local and then before the international body finally, which might not meet until 3 or 4 years later, that he would have to prove to the court that he took every one of those steps before he could get any relief? You know that, don't you?

Mr. RANDOLPH. Well, no, I wouldn't say that, because there has been a doctrine of reasonableness running all through the courts, especially equity courts, and they can get through that doctrine most any kind of justice the court wants to give out.

The CHAIRMAN. You say under a contract a man has with a union he could go into a court of equity?

Mr. RANDOLPH. I am not talking about a contract with the union.

The CHAIRMAN. We are talking about a man——

Mr. RANDOLPH. We are talking about membership.

The CHAIRMAN. When he joins a union he makes a contract under the constitution and bylaws of the union, doesn't he?

Mr. RANDOLPH. That is right.

The CHAIRMAN. Would a court of equity take such a case if he failed to pursue his rights under the law?

Mr. RANDOLPH. Well, the courts have taken it.

The CHAIRMAN. A court of equity?

Mr. RANDOLPH. Yes.

The CHAIRMAN. When?

Mr. RANDOLPH. When?

The CHAIRMAN. Well, we can pass that right by. You find a case for me, because you won't do it.

Now, in a court of law, I have just told you what he has to show. The fact is that these men could be without a job for years. Are you saying that you are against a law which gives a man an opportunity to be placed in a position and an opportunity to join the union and an opportunity to be able to keep his position if he is willing to work and is competent; you are against that, are you?

Mr. RANDOLPH. Why, Mr. Congressman Owens, the question is so wide that you might as well ask me if I am against sin and I will say "Yes." That is exactly the import of it.

I am against any injustice that is practiced on anybody in a union or out of a union.

The CHAIRMAN. So is the Congress.

Mr. RANDOLPH. All right, the question——

The CHAIRMAN. Are you against the proposition of a man having the right to say whether his money shall be taken from his envelope without his consent?

Mr. RANDOLPH. Oh, I don't get it; we don't have anything like that in our industry.

The CHAIRMAN. Are you against the provision that protects a man in his welfare fund?

Mr. RANDOLPH. We have our own welfare fund, and our members pay their own money voluntarily, because they voted on it, and we take care of our own funds without any contribution by the employers. We are not concerned about welfare funds. We give them no thought whatever.

The CHAIRMAN. I didn't ask you about your union, Mr. Randolph. You understand that Congress, when passing a law, has to pass a law to protect the people of America. That is why I said yesterday that I did not believe for one moment Congress had any idea it would ever have any effect upon the type of union you have here, or the kind of people you are working for, but we did have to pass laws to protect these people throughout the Nation.

You go off on your own tangent. Now, I am asking you, as a general rule throughout the country, do you believe that these men should be protected by the fact that their money should not be taken from their pay envelopes?

Mr. RANDOLPH. As a general proposition I do, because I wouldn't want anybody to take any money from my envelope, but if I join a labor organization, I am obliged by the laws of that organization to live up to them, and when I join them I consent to live up to them.

Now, if that organization is not a good union, it is my business to make it a good union, and if I am not a good enough citizen to see to it that my union is a good union, I am not a good enough and active enough citizen to see that my country is good.

The CHAIRMAN. Mr. Randolph, don't you believe that if any act was passed that would attempt to give employees and employers both, rights, that the law has a right to put restrictions upon them?

Mr. RANDOLPH. Congressman, I conceive that we have our basic rights without either the Taft-Hartley or the Wagner Act.

We have the basic American right to organize and bargain collectively through representatives of our own choosing.

We have done it for 95 years, and neither the Wagner Act nor the Taft-Hartley Act is any Magna Carta whatever.

The CHAIRMAN. Might I say that I agree with you heartily on your statement as to what you have done, and that it is the right thing to be done through the years.

I must agree with you heartily on that.

But we did have an act that was placed on the books about 13 years ago, and went into effect about 12 years ago, and we did find, won't you agree, that there were some things happening under that that did not help either business or labor? You mentioned that a few moments ago.

Mr. RANDOLPH. I wouldn't say they happened under the act; no. I can draw you some conclusions, but they won't be happy ones, so I don't want to do that.

The CHAIRMAN. Insofar as you are concerned, do you feel that, as head of the International Typographical Union, you would just as soon have the entire law taken off the books?

Mr. RANDOLPH. I would.

The CHAIRMAN. Very well. Mr. Busbey, do you have any questions?

First, I just want to say one other thing with respect to what Mr. Kersten said before. You are probably familiar with the findings and policies under section 101 of the act that set forth in many of the paragraphs exactly what Mr. Kersten said. I will read from that:

> The inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract and employers who are organized in the corporate or other forms of ownership association substantially burdens and effects the flow of commerce and tends to aggravate recurrent business depressions by depressing wage rates and the purchasing power of wage earners in industry and by preventing the stabilization of competitive wage rates and working conditions within and between industries.

Now, that is only one of a number of paragraphs which set forth the principle that he mentioned, that we feel that individual employees in the past have not been able to combat against large corporations individually, and that they needed bargaining.

But don't you feel that in many of the firms where they did not have the advantage of large unions to organize them, that the opportunity given to them to form a collective-bargaining unit in their own midst in order to bargain with the employer is a good provision?

Mr. RANDOLPH. Congressman, the section you read is a confession of the need for collective bargaining.

The CHAIRMAN. That is right.

Mr. RANDOLPH. Now, the need for collective bargaining is obvious, and the purpose of it is to put the bargainers on an equality at the bargaining table.

Now, I submit to you that the employer has all of the power. He has the jobs; he has the plant; he has the money; he has everything of a physical character.

The workmen have only their work.

Now, I say to you that they are not sitting at a table under any equality whatever, unless the physical power of the workers is sufficient to equal his power.

He can turn a lock in the plant and shut it down.

Now, unless the workers can be equally organized to shut it down by all refusing to work, you have no equality.

Now, where the rub comes in is that the employers historically and of record have interfered with the American right of these workers to organize, by stool pigeons, by spy systems, by all kinds of repressive measures, some of them brought out in the La Follette report.

I say to you that the purpose of the act was to equalize that, to take away these un-American illegal acts of the employer, and you can do

that without making all of these repressive laws such as are in the Taft-Hartley law.

The CHAIRMAN. Now, Mr. Randolph, you have stated here in what you have said that even though you have got as powerful a union as you have, that could do the things they have done through the past hundred years or more, that for many people who do not have the protection that these men have, that the law is necessary, but still you would want to take it off the books and take it away from all those people? Do you mean that?

Mr. RANDOLPH. I didn't say that. When you asked would I be in favor of taking this law completely off the books, I said "Yes," take it completely off the books. Begin again, and make some laws that would be effective in preventing an employer from taking away the right of the man to bargain.

The CHAIRMAN. Then you do want a law? You are not satisfied to just go along and make it the pure economic strength of the unions against the companies? You do want a law to protect these people, don't you?

Mr. RANDOLPH. A criminal law is sufficient. Just make it a crime for an employer to do that job, and he won't do it. Leave the bargainers at the table free to bargain, but just keep the employer from taking away the American right that the other fellow has had, but he has not been able to exercise that. We have had that. We have been able to exercise it, because we were in an industry where, not by power, not by physical force, but by a combination of reason and fortitude we were able to get along with our employers, and they with us, over a long period of time in a happy relationship, and what we have done, others can do, if the employer will permit them to do it.

The CHAIRMAN. Mr. Randolph, for 145 years, approximately, after the passage of the Constitution, until the National Labor Relations Act was passed, this country was able to grow fairly well under the relationship of the employers and employees to the greatest nation on earth; isn't that true?

Mr. RANDOLPH. That is right.

The CHAIRMAN. But injustices did occur to certain people, and the law attempted to correct that. That is true also, isn't it?

Mr. RANDOLPH. That is true.

The CHAIRMAN. And you still believe from what you have just said that we still should have a law to continue to protect those people, don't you?

Mr. RANDOLPH. Well, yes, a law, but what kind of a law is another big problem.

I say the best way to get a law that will work properly is to take this one completely off the books and begin again.

The CHAIRMAN. In other words, you feel that the statement that you made before—and I will give you a chance to stick to it if you want to—that 80 percent of the Congressmen, including all the people who drafted the act, just simply attempted to make slaves of the people of this Nation? Is that what you are saying?

Mr. RANDOLPH. I did not say that they were making slaves of the people of this Nation at all. I drew a conclusion about what I thought of the law that was offensive. I don't want to repeat that conclusion.

The CHAIRMAN. I am trying to clarify it now because, naturally,

when you make a statement of that type, one would rather hear the facts. We have heard the words "slave labor" before, and we would rather hear the facts. I was trying to bring out the facts one at a time as to whether or not you were in accord with the things we attempted to give to the employees. You certainly agree under this act that there has not been one portion changed, has there, Mr. Randolph, with respect to the conditions imposed upon employers under the previous act?

Mr. RANDOLPH. There have been a lot of changes made that affect employers' rights and legal rights and priority rights and where the Government used to have the administration of the law to help the unions in getting collective bargaining, now the Government has given priority to the employers to bear down on the unions to do the things I have been complaining about.

The CHAIRMAN. Now you are making a general statement again. Where in the act, outside of the right of free speech, of freer speech between the employer to employee, is there anywhere, or is any one of the restrictions that was on the employer in the previous act removed? Tell me one section.

Mr. RANDOLPH. I didn't say that restrictions had been removed. I said that the employer is given additional rights, and I said that restrictions have been put on labor that are unfair, and those are the restrictions, I say, that make it a slave-labor law. You don't like that language, evidently.

The CHAIRMAN. I asked you a question and you didn't answer it. I asked you to show me where there was one restriction previously placed on an employer that has been removed from the act.

Mr. RANDOLPH. I cannot give you that. I talked about putting additional restrictions on labor. I said that the restrictions were put on labor.

The CHAIRMAN. You mean restrictions put on just certain—not unions of your type—but labor leaders who have proved unfaithful to their own men, and who are not protecting their people through the years.

I don't know whether you will agree with me or not, but I will make the statement in conclusion that so far as I am concerned that Congress is going to protect those workers from labor leaders who are not taking care of them. You don't have to include yourself in that category.

Do you have any questions, Mr. Kersten?

Mr. KERSTEN. Yes; I want to ask him a question.

Mr. Randolph, you remarked in your direct testimony that the employers or the publishers here would not give you what you wanted in your contract. What is the real essential issue here? Is it that you want them to sign this P–6 (a)?

Mr. RANDOLPH. P–6 (a)?

Mr. KERSTEN. That is the contract you wanted them to sign?

Mr. RANDOLPH. That is one that was offered to them and we have discussed that and the other method, conditions-of-employment method, at great length. I say we were unable to agree upon a contract. That is what I say.

Mr. KERSTEN. Isn't it a fact that the real dispute insofar as an actual contract for the present time is the 60-day clause that they don't want? In other words, they take the position that this 60-day clause would permit your union to walk out at almost any time on a 60-day notice? Isn't that one of the real difficulties in getting together here right now?

Mr. RANDOLPH. Well, that was one of them and I explained to you the thing that we were wanting in P–6 (a). They don't agree to any of them.

Mr. KERSTEN. Well, from my understanding of the testimony, I believe, of Mr. O'Keefe, that was possibly one of the chief things that they did not feel they wanted to accept in your difficulty right here now.

Mr. RANDOLPH. Yes.

Mr. KERSTEN. Because it made the contract more or less an unstable contract. They could not look upon it as a year's contract as they had formerly done.

Mr. RANDOLPH. That is right.

Mr. KERSTEN. And because of this inclusion that you requested they felt that you could walk out on them at any time during the year on a 60-day notice. Is that perhaps the chief difficulty right now?

Mr. RANDOLPH. No; the chief and only difficulty right now is wages. You are talking about getting people back to work.

Mr. KERSTEN. I understand from them in the testimony given yesterday that you possibly can get together on wages?

Mr. RANDOLPH. If they will get together on wages and pay them while we are arguing about the other thing. Mind you, this has been going on for 6 months.

Mr. KERSTEN. Do you think that the union now could enter into a stable 1-year contract?

Mr. RANDOLPH. Now, when you say a stable 1-year contract you are using their language.

Mr. KERSTEN. That is right. I am using his language.

Mr. RANDOLPH. We can't enter into a 1-year contract for more than the reasons assigned. We are in a spiral of inflation. In the past year there has been a 20-percent increase in the cost of living, and we have not been able to collect that 20 percent. We are always behind in collecting as against the cost of living and these rising prices. If they go up another 20 percent at the end of the year we are 20 percent behind, and we have been losing every bit of the purchasing power during that year.

The CHAIRMAN. Mr. Randolph——

Mr. RANDOLPH. And during periods of inflation, during the First War we had a contract that was opened up every time the cost of living went up so high. The wages doubled from 1916 to 1921. Right in this city my wage doubled or went from $25 a week in 1916 to $51 a week in 1921, and I was working 48 hours in 1916 and 44 hours in 1921.

But we were pushing along and keeping up with the process. Who can keep up with the process now? Who can give us any kind of a guaranty that the next year will not see further 20- or 40-percent increases, and who has the right to expect us to give them 100-percent stability in cost when we have no stability.

Mr. KERSTEN. Nobody has any stability.

The CHAIRMAN. Are you asking, Mr. Randolph, or would you want the wages of the men geared to the cost of living?

Mr. RANDOLPH. No; I just gave you an instance of how at one time we did do that. We don't want to do it today.

The CHAIRMAN. That would be a very vicious proposition.

Mr. RANDOLPH. It was not vicious then but there is a vicious connotation to it—that is, the inference that what goes up that way has to come down that way—and when the employers ask us, "Does it come down that way?" we always say "No."

The CHAIRMAN. In other words, you would not want, because the men were getting a certain amount of money a year ago, if the cost of living has decreased 20 percent since last year, you would not want their wages reduced, would you?

Mr. RANDOLPH. Not 1 cent; no.

The CHAIRMAN. That is my point. You have to judge that over a period of years rather than 1 year, don't you?

Mr. RANDOLPH. You better watch month to month in periods of inflation such as we have now.

The CHAIRMAN. I am making the point—for instance, you would have to go back to a more normal period when you are trying to make comparison, say, 1939, which was a year before the war, and make comparison of increases since then and the comparison of rise in cost of living; isn't that a fair way?

Mr. RANDOLPH. I am pretty well up on that.

The CHAIRMAN. Could you tell us how much the cost of living has increased since 1939?

Mr. RANDOLPH. Well, the Department of Labor has a figure but I don't trust that figure. It says 165.8 right about now. But let me tell you about that.

The CHAIRMAN. As compared with 99.4 in 1939?

Mr. RANDOLPH. Let me tell you about those figures because we had some personal, intimate acquaintance with them when they started them out. During the First World War the prices kept going up so fast that they decided they would make up a number of budgets that were called the unskilled workers' budget and the skilled workers' budget and the professional workers' budget. The Department of Labor sought to allocate a group of items in each of these budgets based upon what they thought a family of five would require to live. The lowest budget was called the minimum health and decency budget and in the allocation of items to that, the examination of the budget showed a woefully inadequate number of items to make up even minimum health and decency.

In Chicago at that time we took the skilled workers' budget and analyzed it and found it woefully insufficient in items, and then when we compared the Department of Labor costs as given to us for those items and went to the various areas where printers lived and took the prices that they had to pay for these products, we found another big discrepancy; and all through the years they have followed that—the original budget, the original figures, and just simply took a testing of prices in a few cities and made up finally what they choose now to call a price index rather than a cost of living; and unfortunately that has been as far as the Government has ever gone in attempting to devise a way of helping working people understand what happens to them when they get into an inflationary spiral, and it is not sufficient in quantity and neither is it sufficient in comparison with the rise in prices.

The CHAIRMAN. You realize, in branches of government, the legislative body, in the passing of laws, has to rely on some figures. Do you know of any besides the Bureau of Labor Statistics that has any figures that are better than theirs?

Mr. RANDOLPH. Unfortunately I know of none other than what they have had.

The CHAIRMAN. So you have 163.8 as compared with 99.4 in 1939 on the cost of living, which indicates an increase of approximately 64 or 65 percent.

Now, are you familiar with the percentage of increases in wages throughout the Nation, through all of the industry at the same time?

Mr. RANDOLPH. I am sure I am not and I would not want to be. It is too much for anybody to follow that.

The CHAIRMAN. The figures show 114 percent. However, I think what Congress had to keep in mind while it showed that, that we had figures to show at the same time that approximately 20 percent of the people of the Nation, which included a great number of white-collar workers, teachers in schools, and many Government employees and post-office clerks and other employees and people on fixed income and so forth, actually had an average of less than 50-percent increase as against a 65-percent increase in the cost of living. Don't you feel that the lot of those people should be improved?

Mr. RANDOLPH. That is excellent testimony for the needs for organization.

The CHAIRMAN. That is right. Don't you feel that, if there is not somebody to take care of those people, Congress should do it?

Mr. RANDOLPH. Do you think Congress is going to set a budget for them?

The CHAIRMAN. No; but we can set laws, Mr. Randolph, which will try to help the people who are not being helped.

Mr. RANDOLPH. Don't you think that the minimum-wage law could be boosted to help a little?

The CHAIRMAN. Mr. Randolph, you are asking questions so far as the minimum-wage law is concerned, but do you know how many set it at 40 cents and do you know how many people in the United States are making under that amount now?

Mr. RANDOLPH. No; I don't.

The CHAIRMAN. Do you know how many are making under 50 cents an hour?

Mr. RANDOLPH. No; I don't.

The CHAIRMAN. Or 60 cents?

Mr. RANDOLPH. No; I don't.

The CHAIRMAN. Less than one-half of 1 percent making under 50 cents and 2½ percent making under 60.

Mr. RANDOLPH. Why not make it 75 cents, then, or $1?

The CHAIRMAN. That is for us to determine. I am sure Mr. Kersten and the other Congressman would agree if we thought that it would be helpful with respect to making that $1.50 and keep the jobs for them, we would probably do it. But don't you agree at this time one of the things we have to worry about is the question of a very decreased and limited amount of necessities that are on the market with a good amount of money, an increase in money over the last 7 or 8 years, to buy those necessities, while the Government is competing with private enterprise to send those same necessities to Europe?

Mr. RANDOLPH. I have been trying to understand why the high prices. If you have the answer and can apply the remedy you will surely help us all.

The CHAIRMAN. I can say to you while we might not have it, the Congress of the United States is certainly trying its best to help and trying to protect the people of America. I can assure you of that.

Mr. KERSTEN. I have a question, Mr. Randolph.

Would you now be willing to sit down with Mr. O'Keefe here in view of the season of the year and attempt to work out a settlement at this time?

Mr. RANDOLPH. Mr. Kersten, I am always willing to meet with any publisher at any time to resolve the difficulty, whether it is day or night.

Mr. KERSTEN. Would you be willing to do that within the next day or two?

The CHAIRMAN. It is not our purpose——

Mr. KERSTEN. I just want to get his attitude.

The CHAIRMAN. We did not come here to settle the case or to interfere with the strike in any way whatsoever. We came here merely to get the very thing we are getting, and while I have been going back and forth with you I enjoyed it just the same. We are trying to find out what effect the law has had and what we can do to help and to report back the situation from the testimony that we have received, and do not construe anything that we are doing here as any interference of any kind with the strike or any attempt on our part to end the strike or settle your litigation. That is something we feel sensible people should always be able to do among themselves.

Mr. RANDOLPH. We are always ready to talk about the ITU no matter when. No matter what portion you want to know about it, we will get the answer for you.

The CHAIRMAN. Are you going to get the various documents that I asked you about before in order to complete this record; for instance, your contract that you offered and the agreement that you offered to make and whatever you had with respect to this hearing, so that we would have a complete picture from your side?

Mr. RANDOLPH. I agree we ought to have the opportunity to prepare a statement containing documents so as to fill up some of the blanks we have in the testimony.

The CHAIRMAN. That is accepted right now and it can be put in the record.

(The documents subsequently supplied by Mr. Randolph were Form P–6 (a), which appears in the record as "Publishers' Exhibit No. 20"; excerpts from the testimony of Woodruff Randolph and oral argument by Attorney Van Arkel at the hearing in the District Court of the United States for the Southern District of Indiana on a petition by the National Labor Relations Board for an injunction against the International Typographical Union pending decision by the NLRB on charges of unfair labor practices filed with the Board by the American Newspaper Publishers Association, March 3–13, 1948, which has been filed by the committee as a reference exhibit; and the conditions-of-employment form, which is reproduced below.)

CONDITIONS OF EMPLOYMENT

This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members. _____ Union No. _____, a subordinate union of the International Typographical Union and subject to all of its laws, regulations and decisions, hereby, and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which members of _____ Union No. _____ shall work, as stated in the schedules and provisions herein, on and after _____, 19 ____, subject only to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

No local union officer, chapel chairman, or other member of the union shall be authorized to act as an "agent" of the union for any purpose or act prohibited by state or federal laws. The union promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor-Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout.

SCHEDULES AND PROVISIONS

Book and Job Scale

SECTION 1. _____ hours shall constitute a day's work; five days shall constitute a week's work.

SECTION 2. _____ hours shall constitute a night's work; five nights shall constitute a week's work.

SECTION 3. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

SECTION 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of _____ hours and _____ minutes and shall be paid for at _____ dollars per week above the regular night rate.

SECTION 5. All shifts starting after _____ P. M. shall consist of _____ hours. Journeymen working such shifts shall receive the night rate plus $_____ per shift.

SECTION 6. Unless otherwise specified in Section 42 all journeymen shall receive not less than $_____ per week for day work and not less than $_____ per week for night work.

SECTION 7. Machinist-operators shall receive not less than $_____ per week for day work and not less than $_____ per week for night work, based on operating and caring for one machine.

SECTION 8. A machinist shall be employed where _____ or more machines are in operation. Machinists shall receive not less than $_____ per week for day work and not less than $_____ per week for night work.

SECTION 9. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county, or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	_____%	_____%
Second year	_____%	_____%
Third year	_____%	_____%
Fourth year	_____%	_____%
Fifth year	_____%	_____%
Sixth year	_____%	_____%

Daily Newspaper Scale

SECTION 10. _____ hours shall constitute a day's work; five days shall constitute a week's work.

SECTION 11. _____ hours shall constitute a night's work; five nights shall constitute a week's work.

SECTION 12. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

SECTION 13. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of _____ hours and _____ minutes and shall be paid for at _____ dollars per week above the regular night rate.

SECTION 14. All shifts starting after _____ P. M. shall consist of _____ hours. Journeymen working such shifts shall receive the night rate plus $_____ per shift.

SECTION 15. Unless otherwise specified in Section 42 all journeymen shall receive not less than $_____ per week for day work and not less than $_____ per week for night work.

SECTION 16. Machinist-operators shall receive not less than $_____ per week for day work and not less than $_____ per week for night work based on operating and caring for one machine.

SECTION 17. A machinist shall be employed where _____ or more machines are in operation. Machinists shall receive not less than $_____ per week for day work and not less than $_____ per week for night work.

SECTION 18. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county, or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	_____%	_____%
Second year	_____%	_____%
Third year	_____%	_____%
Fourth year	_____%	_____%
Fifth year	_____%	_____%
Sixth year	_____%	_____%

Apprentices

SECTION 19. Apprentices may work in the ratio of one to every _____ journeymen situations until _____ apprentices are working, then the ratio shall be one to every _____ journeymen, but not more than _____ apprentices in any one office.

SECTION 20. Qualifications—To be eligible for apprenticeship, applicants must be not less than 16 years of age; must pass the ITU technical examination; and must pass a physical examination made by a qualified medical examiner, approved by the union. The examinations must show mental and physical fitness and adaptability to the trade.

SECTION 21. Term of Apprenticeship—The term of apprenticeship shall be six years. Provided, that upon request of the foreman and the union, and with the consent of the ITU Bureau of Education, the committee may upgrade an apprentice who has shown the ability to advance in excess of the time and work schedules prescribed herein.

SECTION 22. Probationary Period—The first year of the apprenticeship shall be a probationary period. During the probationary period, an apprenticeship may be annulled by either the apprentice or the union notifying the other. After the probationary period, the union may cancel an apprenticeship for adequate cause.

SECTION 23. Beginning with the second year, apprentices shall be enrolled in and complete the ITU course of lessons in printing before being admitted as journeyman members of the union. Beginning with the first year, apprentices shall purchase and study the ITU Lessons in Unionism.

SECTION 24. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work. Arrangements must be made to have apprentices during the final year instructed on any and all typesetting and typecasting devices in use in the office where they are employed.

SECTION 25. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

SECTION 26. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions, and hours of labor.

SECTION 27. The foreman and chairman shall see that apprentices are afforded of journeymen working overtime on the same shift equals the ratio prescribed in Section 19. At no time shall any apprentice have charge of a department or class of work.

SECTION 28. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show that they are entitled to the increased wage scale provided herein.

SECTION 29. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the conditions pertaining to apprentices are being fulfilled; whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such facts must be set forth in the report.

SECTION 30. The local union has the right to refuse to register apprentices working in any office which does not have the necessary equipment to afford instruction being given in the different branches of work.

Section 31. No apprentice shall leave one office and enter the services of another office without the written consent of the president of the union.

Miscellaneous

SECTION 32. Members working before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must receive the overtime rate, which shall be not less than price and one-half based on the hourly wage paid.

SECTION 33. No member shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any member is required to work on a regular off day or off night, or a sixth or seventh shift in any financial week, he shall receive overtime for such work.

SECTION 34. A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

SECTION 35. In no case shall a member receive pay for less than a full shift except when discharged for cause or excused at his own request.

SECTION 36. The union prescribes no obligation or duty for, or on behalf of, its members to work on any particular product not wholly produced in the shop in which they work. The union hereby reserves to each member the right to exercise any legal prerogative he may have to act individually in the quitting of his employment or to work only when he considers himself able to do so. The union accepts no obligation as regards the number of men needed to do the volume of work required by the office. It shall be the duty of union members to produce as original matter, and to the same effect and standards, all matter inserted in the paper meeting the following description:

Any advertisement originally set within the jurisdiction of aforesaid union; any advertisement, wherever set, advertising the business of any concern that is in the local field.

The foreman of the composing room shall make such matter available to be produced within _____ days.

The union considers it an unfair labor practice for an office to deprive union members of work by requiring or permitting advertisers to supply mats or plates of local advertising. Union members are not required to be a party to such practices.

Section 37. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of members, or their rights under International Typographical Union laws. A discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

SECTION 38. When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the member or members last employed either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force the members displaced through such cause shall be reinstated in reverse order in which they were discharged before others may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Members considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

SECTION 39. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. The discharged member or the foreman may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either to the Executive Council of the International Union and a convention as provided by I. T. U. laws.

SECTION 40. The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

SECTION 41. Sanitary Regulations. The office must be a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of members.

SECTION 42. A superannuated member may be permitted to work at a rate of not less than _____ of the regular scale of wages provided for journeymen; provided, that not more than one superannuated member shall be employed in any office at any one time, and no superannuated member will be allowed to work in any office where there are no other journeymen members employed.

SECTION 43. Learners on machines shall be journeymen or apprentices in the final year of their apprenticeship.

SECTION 44. Members called back after having left the office shall receive $_____ for such callback and overtime rates for all time worked.

SECTION 45. Members may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

SECTION 46. Holidays.

SECTION 47. Vacations.

SECTION 48. Sick benefits.

SECTION 49. Severance Pay.

Where the words "journeymen," "apprentices," "foremen," "learners," "machinists," "members," "extras" or "substitutes" are used herein they shall refer only to and be applicable only to members of the International Typographical Union and of _____ Union No. _____

Where the word "office" is used herein it shall refer to the establishment where members of the aforesaid union work.

Members will work only under direction and supervision of a foreman of the composing room who is a member and who, as foreman, shall have full and complete control over the hiring and discharge of members doing any work in said composing room.

The composing room shall be operated under the laws of _____ Union No. _____, not affecting wages, hours, and working conditions, and the laws of the International Typographical Union.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____ 19_____.

_____ Union No. _____

_____ _____

President. *Secretary Treasurer.*

The above is in compliance with the laws of the International Typographical Union.

Date _____, 194____ _____

President, International Typographical Union.

(All proposed "Conditions of Employment" must be submitted in TRIPLICATE to the President of the ITU for approval as conforming to ITU laws BEFORE any attempt is made to enforce or place them in effect locally. This applies to any alteration, amendment, or extension of the conditions of employment herein enunciated. Such approval does not in any way affect the responsibilities of the local union under the requirements of Article XIX, ITU By-Laws.)

The CHAIRMAN. There is one question I want to ask: Yesterday I asked Mr. Pilch whether, if they did not have a sufficient number of employees to take care of work that is pending, what the employer was expected to do about it, and he answered that they would simply keep the others working overtime. Is that your theory?

Mr. RANDOLPH. That has always been our method of operation, and I will say to you that that has always been successful because we have had an oversupply rather than an undersupply of printers. But during the extra amount of work that has come about since the war—and whoever heard of 60,000,000 jobs before in this country?—this extra volume of work now is causing them to work overtime.

You heard Mr. O'Keefe say that the union was not remiss in supplying people; they were getting along all right.

The CHAIRMAN. That was not the point I asked, Mr. Randolph. I am keeping in mind the program that we might have to have 64,000,000 people working in the next few years and there still might be a shortage. So it is your theory that, if you don't have enough men to supply the employer to do the work, you will just burden the remaining force with overtime work, even if you make them work 15 or 16 hours straight through; is that your theory?

Mr. RANDOLPH. No.

The CHAIRMAN. How is the employer going to get the worker?

Mr. RANDOLPH. We will get them for him; we always have.

The CHAIRMAN. I asked Mr. Pilch, inferring that he did not have them. When I ask you this question it runs out to other unions that might not be able to do what you are going to do. I am asking if they are not able to get the employees what is the employer going to do?

Mr. RANDOLPH. I can't tell you about other industries because they have so many different problems.

The CHAIRMAN. Assuming that you could not furnish them; what do you expect the employer to do?

Mr. RANDOLPH. Well, if we can't furnish them, he can't get them, because we have access to more than he has. We can still organize some who are nonunion, mind you. We can get people just as fast as he can get them. But we want the closed shop and we are not going to desert that philosophy no matter what happens. That is our life.

The CHAIRMAN. I can take all your answers in the same way that I have taken this one to my question; is that it?

Mr. RANDOLPH. No; I have been answering for 2 days on a lot of things. I don't understand you when you say that.

The CHAIRMAN. Well, I thought it was quite clear as to what that was. You could give me an easy answer as to what you would expect an employer to do if he couldn't get workers from the union, from union men that you have under your jurisdiction, what he would be expected to do.

Mr. RANDOLPH. Well, we meet them in two ways; we get more men or we work overtime. There are two ways of giving him more service.

The CHAIRMAN. Your answer is the same as Mr. Pilch's then, that if you haven't got the men you just simply ask the employer to work the others overtime?

Mr. RANDOLPH. Or we get some more men.

The CHAIRMAN. Assuming that you can't get more men?

Mr. RANDOLPH. Well, I don't want to assume that.

The CHAIRMAN. Well, we have to. You might be able to feel that you can meet the contingency, but we have to protect men throughout the country.

Mr. RANDOLPH. You will never be able to legislate the details of industrial management.

The CHAIRMAN. No; we will never be able to legislate character in the people. That is certainly a cinch. We realize that fact.

That is all, Mr. Randolph. Thank you.

We will take a recess for 5 minutes. I understand that we may not be able to continue today. We had planned to take another witness. We may stop at the end of the 5 minutes and go over to another day, but I will determine that at the end of 5 minutes.

(Whereupon a recess was taken.)

The CHAIRMAN. I want to announce that, because of the fact that there is a meeting in a little over 2 hours with the mayor, between the parties, and they are going to have to eat in the meantime, and these reporters have some urgent business, too, in the building, and because of the fact that any witness we would put on would have to stop in a very short time and have to come on again, we are going to adjourn the hearing until next Monday morning at 10 o'clock.

(Whereupon at 3:35 p. m., Tuesday, December 23, 1947, an adjournment was taken to Monday, December 29, 1947, at 10 a. m.)

CHICAGO ITU-PUBLISHERS DISPUTE

MONDAY, DECEMBER 29, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Chicago, Ill.

The subcommittee met at 10 a. m., the Honorable Thomas L. Owens (chairman of the subcommittee) presiding.

Also present: Representative Fred E. Busbey.

The CHAIRMAN. The hearing will now come to order. Mr. Bassett, I believe, will be the first witness this morning.

Will you state your name, please?

STATEMENT OF ROBERT C. BASSETT, LABOR COUNSEL FOR THE HEARST NEWSPAPERS, CHICAGO, ILL.

Mr. BASSETT. Robert C. Bassett.

The CHAIRMAN. Where do you live, Mr. Bassett?

Mr. BASSETT. 900 North Michigan Avenue, Chicago, Ill.

The CHAIRMAN. What is your business or occupation?

Mr. BASSETT. I am labor counsel for the Hearst newspapers.

The CHAIRMAN. With an office in Chicago?

Mr. BASSETT. My office is in Chicago and the Chicago-Herald American is one of our newspapers.

The CHAIRMAN. How long have you held that position?

Mr. BASSETT. Approximately 2 years.

The CHAIRMAN. Were you with the papers before that time?

Mr. BASSETT. Well, from 1942 until 1946 I was in the Navy and during that time one of my more pleasant duties was to be ordered into Washington to become a public member of the Shipbuilding Commission of the War Labor Board. I was a public member of the Shipbuilding Stabilization Committee, which was a national group stabilizing that industry during the war, and later became head of the Labor Relations Section of the Navy Department during the war.

The CHAIRMAN. Prior to 1942 were you associated in the newspaper business in any way?

Mr. BASSETT. I was, Mr. Chairman, from 1935 to that time. I was general counsel and labor counsel for the Wisconsin daily newspapers, and also interested in several papers of my own both in an editorial way and managerial way.

The CHAIRMAN. Where was that?

Mr. BASSETT. In northern Wisconsin.

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The CHAIRMAN. Now, during the time that these negotiations have been in progress between the publishers in Chicago and local 16, were you engaged in that in any way?

Mr. BASSETT. I have been in very close connection with the progress of negotiations here right from the beginning. I did not sit in on any collective bargaining meetings, however, until Mr. Randolph and the executive council of the ITU came to Chicago.

The CHAIRMAN. When was that?

Mr. BASSETT. Well, if I am not mistaken, it was approximately a month or more ago.

The CHAIRMAN. That was after the strike vote was taken?

Mr. BASSETT. No; that was some time before the strike vote was taken.

The CHAIRMAN. When was the strike vote taken?

Mr. BASSETT. I think it was November 24, or some such time.

The CHAIRMAN. Oh, I see.

Mr. BASSETT. I am very hazy on the date.

The CHAIRMAN. You said a month ago. That is what I meant, it is over a month ago that you were in negotiations.

Mr. BASSETT. Yes; that is true.

The CHAIRMAN. Well, now, will you state just what happened during the course of the negotiations in which you were engaged or about which you definitely know, and while you are doing it, I would like to have you take these exhibits which were introduced on behalf of the publishers or during the course of the testimony. There are 40 exhibits up to this point and while you are making your statement, I would like to have you explain those so that the record will be complete as to the meaning of the various exhibits.

You do not have to do that now, but during the course of your statement I would like to have you refer to those various exhibits and we will not do anything to interfere with your statement, except to possibly ask a question to clarify, and at the end of your statement we will both ask you some questions.

Mr. BASSETT. I will be pleased to do that, Mr. Chairman. First of all, let me say that my remarks are being made in behalf of all of the members of the Chicago Newspaper Publishers Association, rather than just our paper alone.

In this morning's statement, we have felt that our position could be better stated and of greater assistance to you if we sought to clarify some of the record which has been made up to this time in a way to summarize the position which we feel has been put to us by the union, and the position which we have taken to simplify this matter and if at all possible to assist the committee in its efforts here to discover the facts and to find just how this law is operating and has affected the Chicago strike.

The CHAIRMAN. That is what we would like to have you do. We would like to have this matter brought out so clearly that it could be understood by everybody, and so that there will be no misunderstanding, or no decision of any kind with respect to what had taken place up to this date. Otherwise, we will have to draw our own conclusions.

Mr. BASSETT. We feel, Mr. Chairman, that this matter has become so complicated, that the approach of the International Typographical Union has in many ways been so devious, and by that I do not mean fraudulent or dishonest; I simply mean complicated in every way, that it might be helpful to try to simplify it as we have had the picture put to us here.

First of all, as to the true issue, you have had statements made here that the real issue of the Chicago strike is wages. I think that anyone who listened to the first 2 days of testimony here, anyone who had listened to the negotiations in the past, who has listened to the radio talks which the local union has sponsored in Chicago, cannot help but realize after hearing 99 99/100 percent of the time being spent on the Taft-Hartley problems and a minor fraction of time being spent on a statement that wages are the issue, cannot help but feel and realize that the issue here is not wages, as it has been put to us over the bargaining table, Mr. Chairman.

The real issue here is the Taft-Hartley law. It is apparently an effort to amend or to destroy this act. It is a battle between the International Typographical Union and the Congress itself.

The CHAIRMAN. Of course, your statements now are almost as general as Mr. Randolph's were the other day.

Mr. BASSETT. Right, there.

The CHAIRMAN. And what you are saying in effect, which I am going to ask you to substantiate by fact, is that local 16 is being made, in the language of the street, a "guinea pig" for the purpose of battling the Labor-Management Relations Act of 1947.

Mr. BASSETT. I think that is a very fair statement, Mr. Chairman, and it is exactly the way this matter has come to us over the bargaining table. We feel, in a sense, that the strike in Chicago is a tragedy of industrial relations. It is one of the few strikes which has ever occurred in this country to which there is little or no answer on the level between the parties in dispute. It is a situation where these men have been placed upon the streets here, true, by their own vote, both at the convention and locally, on an issue over which they do not have the final decision, on an issue over which the publishers can give no answer other than the obvious legal answer.

Now, to illustrate what I mean, President William Green of the American Federation of Labor not later than last week, I believe, made the statement that the issue or the strike blame in Chicago rests on the Taft-Hartley Act. To better illustrate what I mean, I would like to read one brief statement from a radio address by President Randolph of the ITU, delivered over the radio station WCFL of Chicago last Monday, December 22, in which he made this very significant statement, and I am quoting from the prepared transcript of the talk.

> After all, the Taft-Hartley law is rather at the bottom of things. Obviously, a union and employers that could get along for a period of 95 years must be equipped with some unusual stress and strain to changing conditions, so the Taft-Hartley law is really that difference between now and the days that used to be, when we could be negotiating on a friendly basis and arriving at a satisfactory conclusion. The Taft-Hartley law has had a tremendous impact on the International Typographical Union and all over its local unions. That impact is due to the stringent provision of the law that wiped away legal rights, human rights, that our members have had all of these years.

I would like, Mr. Chairman, for your information to introduce this transcript into the record in case you care to read it any further.

The CHAIRMAN. Mark this "Publishers' Exhibit No. 41."

(The document referred to was marked "Publishers' Exhibit No. 41, December 29, 1947," and will be found in the files of the subcommittee.)

Mr. BASSETT. I do not know that anything more significant as to the true issue could have been stated than this, in Mr. Randolph's own language here on Tuesday, in which he said to you gentlemen, and I am quoting from page 223 of the official transcript:

> Now, we have contracts, some of them the P-6 (a) form, but the whole point is in Chicago, that there is a difference of opinion, a wide difference of opinion, of what a contract should contain, and I submit to you that that is none of the business of the United States Congress or the courts. Yes, and the trouble here is, and the trouble throughout this country is, that the employers will not agree upon the kind of a contract that we believe protects us, and we cannot see our way clear to go into the kind of contract they want to protect them. So, we have a difference of opinion, an honest difference of opinion, as to what the contract should contain.

The CHAIRMAN. Well, the statement he made is more or less correct, is it not, insofar as any ordinary contract would be concerned? It does not concern the Government in any way unless it would involve some moral issue or unless it would be detrimental in some way to the general welfare, the public interests, and that was one of the things I attempted to bring out in reading the declaration of policy under the act, that it was not the intention of Congress to interfere in any way with any contract. The final determination would have to be with the courts as to whether it would affect the general welfare of the public interest.

Did you get that picture clearly?

Mr. BASSETT. I did, Mr. Chairman. I thought you pointed it out very well. I am merely reading these statements as they have been presented to us by Mr. Randolph, and surveying this background for the sole purpose of, at the outset here, clearly drawing the real issue in his own language, in the language we have heard across the table.

The issue is not wages. The issue of the Chicago strike is simply this: Whether or not we, the union and the publishers, shall have a normal, full-term, legal collective-bargaining agreement, containing the mutual responsibilities of each party to the other, and to the public, or whether we shall be forced into a situation, either by 60-day contract or no contract, under which we must connive with the union to violate the Taft-Hartley law.

That is the real issue, Mr. Chairman.

The CHAIRMAN. Well, the picture we would like to have you give us here today, then, is this: Will you give us the facts to determine whether, at least here in Chicago, the contracts that have been made in the past between the parties could in any way have been detrimental to the general welfare or public interest. By that I mean any workman—anyone at all—who might in the past have not been able to work on the same terms as others, or whether this procedure as carried on, both by the publishers and the union, could have prevented persons from working in the ordinary course of events.

For instance, were the returned GI's prevented from having positions as union printers, that is compositors, or pressmen or mailers, as the case might be in those newspapers?

Mr. BASSETT. Yes.

The CHAIRMAN. I would like to have you give us that picture to determine whether or not in Congress we made a mistake. We don't think we did, but we would like to have you give us the facts and we will draw our own conclusions from them.

Mr. BASSETT. I will be happy to do that, Mr. Chairman. I should say at this point in drawing for you what has been presented to us as the real issue, I have merely been stating the union's position on this thing. The attack upon the law is coming entirely from that quarter, you understand.

In drawing the issue, it is not an attack that we have leveled against the law in any sense at all.

The CHAIRMAN. I have not been able to get that clearly from the testimony to date.

Mr. BASSETT. I assumed that was true last week, and I assume it might have been true in opening this morning. This issue has been presented to us by the union, which feels that it cannot live within the law and it has told us that. We have not leveled that attack.

Now, why is this the issue? I think that our relations and our bargaining with both the executive council and the local union has amply demonstrated the problem.

We were told frequently in negotiations, both by the local committee and by the international officers, that there were three conditions, which have existed in the composing rooms of these newspapers for years; three conditions which the union was going to preserve come hell or high water to the contrary notwithstanding.

One condition was the closed shop, as Mr. Randolph described it to you last week. The second condition was the right to determine its own jurisdiction. The third condition was the right to refuse to handle what is called in our industry "struck" or "unfair work."

The union clearly has told us that, and told you that last week, that those three conditions which have prevailed for years are going to be maintained regardless of any law or of the Congress or of any other circumstances.

Just to illustrate for you, and I will try to be brief about this, but last week in his testimony Mr. Randolph, and I am quoting from page 191 of the official transcript, said:

> Likewise, employers have granted our jurisdiction over that machinery in other places, but it is an illustration of how the Taft-Hartley law aids an employer in tearing the union apart.

Again let me interpolate to say that we are not quoting this to be in agreement with them.

> Our defense against that mechanism is to stay together as a union, working only in the whole plant on our whole jurisdiction or not working there. We intend to follow that plan and if it is against the law it will be only after a court has told us that it is against the law and not upon the estimate of a Congressman, a Senator, or Counsel Denham.

You see, Mr. Chairman, there first of all a reversal of a traditional American democratic process, which is that a law is constitutional until it is declared by a court to be unconstitutional. Here is a position that we will not abide by the law in this union until some court tells us we have to.

Again quoting from Mr. Randolph at page 194 of the official transcript, he says:

> * * * And I illustrated how 8 (b) (4) (D)—which refers to struck work and secondary boycott—would work to destroy the entire International Typographical Union, and it will do so because the employers are ready, able, and willing to make use of that law, and the only thing that will stop it is the united

effort of this union to hold itself together and not allow its members to work in any shop unless that shop supplies work to our members on all of the kinds of work that we have been covering and upon all of our legitimate jurisdiction.

In other words, we are going to do it regardless of the law, or we are going to strike; do you see?

And again on page 216 of the transcript he says:

I can say to you our history and our tradition and our religion is that firmly embedded in us that we will work only with union men and he is hired through a union foreman. That is a formula I will not desert as the best thing for the industry and the best thing for us and the best thing for the country. That is our formula, and we won't change it in our minds no matter what the law does to change it for us. It is still a part of us.

Again, Mr. Chairman, an insistence upon maintaining a condition regardless of the law.

Finally, very briefly, on page 154 of the transcript, Mr. Randolph said:

But we want the closed shop, and we are not going to desert that philosophy no matter what happens.

Now, Mr. Chairman, that is the problem as he has presented it to us over the bargaining table. He insists upon maintaining three conditions which the law does not permit a union or an employer to maintain today.

On jurisdiction, as you know better than we, the law very clearly states that it is an unfair labor practice for the employer to transfer classes of work from one group or class to another or for a union to coerce it. That jurisdiction cannot be granted that way, particularly in the face of the right of the National Labor Relations Board to certify and determine jurisdiction.

On the question of struck work, we have been advised and we know, and I am sure we are in agreement, that we cannot agree with a union to permit them to carry on a secondary boycott. It is an unfair labor practice for them to do so. It is a violation of section 303 of the act to do so, and it would be a connivance on our part to evade and violate the law if we were to agree with them to do such a thing.

On the question of the closed shop, I was very interested in the fine semantics of the problem here last week, the definition of closed shop, but the fact is that what we traditionally call the closed shop, the hiring of union men only through the union source, as distinguished from the union shop hiring elsewhere, that closed-shop condition by virtue of 8 (a) 3 of this statute has now become an unfair labor practice.

We have been so advised, and apparently Mr. Randolph has been so advised. The House conference and Senate reports on this statute clearly so state, and although the words "closed shop" is not used in the act, the antidiscrimination phraseology has been described by the congressional committee as to bar the closed shop.

In other words, Mr. Chairman, upon that phase Mr. Randolph and ourselves are in complete agreement, and I am sure that this committee is in complete agreement, based upon the statements which it has entered into as a labor committee, that we directly or indirectly cannot agree with this union to maintain a closed shop in our composing rooms.

The CHAIRMAN. Mr. Bassett, I would like to ask you this question at this time: In your contracts of the past, wherein you would, say, enter into a contract which would authorize the union to furnish all

of the workers through means of a union shop foreman, if the publishers were to violate that portion of the contract, what recourse, if any, has the union had?

Mr. BASSETT. If I understand your question correctly, Mr. Owens, if we were to violate the closed-shop provision of our contract, the union would have several recourses, I would think.

No. 1, the normal grievance and arbitration procedure set up in the contract——

The CHAIRMAN. Yes.

Mr. BASSETT (continuing). Which, of course, is always the most desirable.

No. 2, I would think that they would have a charge that we had breached the contract. What legal or equitable relief could be received in a court of law or equity for such breach depends, of course, upon State law, and I really am not familiar with the Illinois law.

The CHAIRMAN. You see, that is the point we want to get down to. My understanding is that if it were breached you would be more likely to have a strike on your hands, just as you have now, which would be economic in its nature, but with the fact that you had violated a contract. You could possibly have the same defense that might be made at the present time, that there was a certain person who had been discriminated against by the union, and whom you endeavored to employ because you felt there was discrimination, which would be your answer in court.

But would there be any action for damages, or has there been any action for damages with respect to a matter of that kind in the past at any time?

Mr. BASSETT. To my knowledge, the union has never sought damages; to my knowledge there has never been any breach of the agreement in the city of Chicago or any place I am familiar with, as a matter of fact.

The CHAIRMAN. Yes. In other words, the international has been a good union to deal with?

Mr. BASSETT. Well, let us put it this way: The publishers have never violated the closed-shop clause so that the failure of the union to sue us comes about because we have not done anything for them to sue us on.

The CHAIRMAN. The entire matter would have to rest upon what Congress might determine was taking place in various parts of the country in various unions; you understand that?

Mr. BASSETT. Exactly, sir. Exactly.

The CHAIRMAN. The law that would be passed would have to reach what was happening in a great majority of the cases?

Mr. BASSETT. Exactly.

The CHAIRMAN. Now what would be happening in a more or less isolated instance in a relationship such as you have described over a period of about 95 years? Is that correct? In other words, we would have to reach where the violations have been happening through the country and not here.

Mr. BASSETT. Well, if I understand that correctly, Mr. Congressman, yes. The law was predicated upon the experiences which you discovered in taking testimony concerning other industries all over the country, and that being a statute covering all of the people, even though one of the violations, or one of the problems did not arise in

our industry, as you heard the testimony, nevertheless the law does affect us here.

The CHAIRMAN. Yes; you were attempting by your statements before, without asking me directly, to get an answer from the committee as to the law. Well, we are not here to give any answers as to what the law means, because the court has to interpret that. Counsel for each side have to advise them as to what should be done in a case, although, as I remarked to Mr. Randolph and as I remarked to the publishers, both seemed to be well advised on each side. They seem to know their rights as to what they should or should not do under the contract.

But is there anything that you can see from this law that would keep you from being fair with each other and hiring competent union men at any time without violating the law where you have a union that has dealt fairly with their employees at all times? I ask you that question now.

Mr. BASSETT. Yes. First of all may I give a double-barreled answer, Mr. Chairman?

The CHAIRMAN. Yes.

Mr. BASSETT. You have got the impression I was trying to get an answer from the committee as to the law. I realize it is not the position or the right of the committee to interpret the law. I was merely repeating what the House Labor Committee in its report, and the Senate Committee, and the joint conference committee, all stated in one way or another in their reports, reports which I know that you two gentlemen were part of, to the effect that section 8 (a) (3), in effect, but not in specific language, outlaws what we traditionally call the closed shop.

Now, I think you very ably last week drew distinctions as to what a closed shop and a union shop is. However, my purpose in raising the question here this morning is: There was some misunderstanding here last week, I think, by some of the folks here, and I know by some of our folks—I am sure you did not intend to leave it—as to whether or not the closed shop actually was outlawed by the statute. You ably pointed out that that phrase was never used in the statute. However, I think we all agreed, despite the misunderstanding, that the closed shop, as such, was outlawed, but you have just raised the question again that does hit the point, and that is whether the phraseology of this statute leaves us free to hire as we see fit.

My answer to that is, and I am sure that this is what you were telling these people last week, and misunderstood or not, is the fact that section 8 (a) 3 says that we are free to hire as we see fit, provided we do not discriminate against potential or present employees because of their union or nonunion status, so long as our decision on hiring or laying off is not based upon union or nonunion membership, then we are free to do as we see fit. Is that correct?

The CHAIRMAN. In other words, that you do not either discourage or encourage membership in the union?

Mr. BASSETT. Right.

The CHAIRMAN. That same clause, as you know, long before the Wagner Act was passed, was placed in the Railway Labor Act.

Mr. BASSETT. Right.

The CHAIRMAN. And it is in there right up to the present time.

Mr. BASSETT. Yes.

The CHAIRMAN. And many people feel it has worked satisfactorily, and the only difference in the language, as I recall it, and I believe you will too, that when the original National Labor Relations Act was passed it added a proviso on there which intimated that they would not interfere with the contract; is that correct?

Mr. BASSETT. Right, sir.

The CHAIRMAN. Later the court interpreted that proviso to mean that they could enter into a contract which virtually nullified the preceding provision about encouraging or discouraging membership in a union because the employer would enter into a contract which would encourage membership and which would give both the publisher and the union the right to bar certain persons from ever working in that plant. Is that correct?

Mr. BASSETT. Yes.

The CHAIRMAN. Now, we put in the present law exactly the same language as in the original law with respect to encouraging or discouraging membership in the union. Then the difference was in the proviso, and in this case we provided that within 30 days, provided they voted for a union shop, every man would have to become a member of the union and would become a member upon tendering his dues and would remain a member as long as he paid his dues.

With the two other provisions in there I called attention to the other day, there was no intent to interfere with the man, and the employer was to take into consideration whether or not the person they selected to work had the same opportunity to be employed or to become a member of the union as had other persons.

I ask you whether or not there is any—with the publishers and the union who have gotten along through the years together—if there isn't a chance that you could continue to get along in the same way with a union that does not discriminate against persons with respect to entry into the union.

Of course, if they do, then it is a violation of the spirit of the law, isn't it?

Mr. BASSETT. Yes.

The CHAIRMAN. What is your thought about the matter?

Mr. BASSETT. My thought, and I would say our thought, Mr. Congressman, on that, is this: I think you have put your finger right on one of, if not the most important factor, which has been bothering the ITU.

There is no reason in the world, and we have been trying to point this out to the union all the way through, why they should be so greatly concerned that the closed-shop or anti-closed-shop provision of the Taft-Hartley Act is going to destroy their union. This, probably more than any other union in the world, would never be destroyed by this act or harmed by it.

The CHAIRMAN. That is what we have felt. In fact, I have felt that personally.

Mr. BASSETT. And what these men have not seen, Mr. Chairman, is this: That this is not the typical closed union which the act apparently was trying to get at, that the only thing that the act prevents us from

doing, by its very plain language, is to enter into an agreement, or an under-the-table arrangement, or any other type of connivance directly or indirectly by which we continue the phraseology of the old agreement; namely, that we will only hire union men and hire them through this union.

We can't agree to that. We can't enter into an under-the-table arrangement by the terms of this statute——

The CHAIRMAN. Neither directly or indirectly.

Mr. BASSETT. Directly or indirectly. The fact is, however, that because of the control of the supply of labor in this industry in our composing rooms, the overwhelming probability is that such a case would not arise during the course of any contract. However, I must agree with Mr. Randolph to this extent, that if a nonunion man presents himself for employment, and there is a situation open, and there are no union men to fill the situation, and there is nothing against this man in his record, his moral character, background, or his previous relationship with his union, he has no record of scabbing or ratting, as the boys call it, he has every bit of competency in the world, and everything else being equal, that man cannot be refused employment for the reason that he is a nonunion man.

The CHAIRMAN. In other words, what you are saying is, if there happens to be, let us take an illustration of a young man who has served in the service, like you did, and he is looking for work, and he fills the qualifications that you have mentioned, you have the situation that Mr. Pilch described where they are not able to furnish persons, but it is a question you will have to determine as to whether or not you are going to have these men work overtime, or lessen the burden by giving this particular person employment because there is not a competent man available at the time whom you otherwise might hire. Is that what you are saying?

Mr. BASSETT. That is exactly the situation.

The CHAIRMAN. The test is up to you to make that determination?

Mr. BASSETT. That is a question of fact as to whether we would be discriminating against him by not hiring him because he was a nonunion man.

The CHAIRMAN. Having listened to you this morning, I think the newspapers are being properly advised, and as I also have said with respect to the union, I feel the union has good members and the thing we are going to determine now is whether there is any attempt, as you have just made the statement, that the purpose is an attack on the law by using a good union, as I have said before, and I say again, one of the finest unions in the country, for the purpose of killing the law.

I hope we won't have to reach that determination, because if we do I don't think it is going to help the unions or the leaders who do that in any way. It is certainly not going to cure the situation in any way.

I believe that is as far as I should go now, with respect to this matter.

Go ahead with your statement of facts, Mr. Bassett.

Mr. BASSETT. Thank you, Mr. Chairman.

Mr. KERSTEN. May I interrupt just a moment?

Mr. BASSETT. Yes, Mr. Kersten.

Mr. KERSTEN. In your statement, Mr. Bassett, you said that you believed that the employer had the right to hire a nonunion man under this law, and the law could not provide for a contract that would have it otherwise. You contemplate, of course, in the event of a union-shop contract, if such qualified men were hired, a nonunion man at the time he were hired, nevertheless he would be required subsequently to join the union? Isn't that your understanding of the situation of a union-shop contract?

Mr. BASSETT. Exactly, Mr. Kersten.

Mr. KERSTEN. The big distinction in the old set-up and the new set-up that you have pointed out is, that he had to be a union man first, and under a union-shop contract, in addition to being qualified he would have to join the union and bear his burden of carrying the union and paying the dues and so on after he was employed so that you don't mean to say that in a union-shop contract of this kind the union men would be forced to work with a nonunion man, do you?

Mr. BASSETT. Not at all, not at all.

Mr. KERSTEN. I just want that distinction borne in mind.

Mr. BASSETT. I think the statute is very clear, and I am glad you pointed that out, in case there would be any misunderstanding according to this testimony, that that is the only difference and that in effect the thing the ITU wishes to preserve here, the closed-shop condition, the right of the individual union member to refuse to work alongside a nonunion man, is preserved after the normal period of 30 days provided in the law so that that condition really is preserved if the union would comply with the union-shop provisions of the statute.

Mr. KERSTEN. Go ahead.

The CHAIRMAN. Just one other statement. Certainly if that condition existed where you were dealing with a union shop—the statement of Mr. Randolph concerning 8 (b) (4) (D) to which you referred, or any of the other sections of 8 (b) (4), could certainly not be carried out in violation of any contract, could it? You are dealing with a union shop.

Mr. BASSETT. Well, I understood him to refer to 8 (b) 4 (d) with relation to the secondary boycott, which, of course, would be dependent upon whether you had a union shop, an open shop, or a closed shop.

The CHAIRMAN. I mean, the publishers are not likely to be parceling out work and sending it out elsewhere where you are dealing with a union shop under the contract?

Mr. BASSETT. You are asking for an answer for something that may arise in the future. Let me say this, that the struck-work provisions of our contracts have been traditional for many, many years. I think the farthest I could answer you would be to say that had it not been for the act at this time we probably would not have asked for an elimination of that clause, thereby demonstrating our intention.

Now, the law simply provides, that that clause under present conditions would be an unfair labor practice and a violation of section 303 if it were made operative.

Therefore we have offered this union, conversationally and otherwise, to rephrase the clause and put it in the contract with a proviso to the effect that so far as permissible under the law we would continue the struck-work provisions and go as far as we possibly can.

The CHAIRMAN. Certainly with a union and publishers that have

gone along together for 95 years you should have no difficulty then, should you?

Mr. BASSETT. The only difficulties here, Mr. Chairman, it seems to me, is that the International Typographical Union has in a sense dreamed of a bogeyman which probably would not exist in this city in this industry, and certainly would not have come up without the law and even with the law would not cut across any of their rights or privileges sufficiently, if at all, to harm this union in any way.

To me, that is the tragedy of this strike, that men and women are suffering, and we in turn suffering, and the public interests are suffering, because in all probability the law will not have and it will prove itself not to have a great effect on the operations of these composing rooms. How much, I can't say, because the cases have not arisen.

The CHAIRMAN. Where would this discussion arise—how could it arise under a relationship that has been so fine in the past? What is the reason for it?

Mr. BASSETT. Well, as I stated to you before, I think that the real problem, the distrust, arises from the fact that the officers of the ITU have taken a look at the law and have said to themselves: "We cannot have the closed shop. We cannot determine our jurisdiction. We cannot refuse to perform struck work."

Therefore, they jump to the next conclusion, and that has been stated to you. I am not concluding, I am stating the facts. The jump to the next conclusion, that is, that we are going to utilize this law to the fullest, even where we have a discretion not to use it, we are going to utilize it to kill the union off; a conclusion which is totally unwarranted in the experience of this union with these publishers in Chicago.

Mr. Randolph pointed out to us in a collective-bargaining hearing over a month ago, that his worry was not the Chicago publishers; his worry was with the few, isolated small cases throughout the country, and he admitted the percentage was small, where publishers really would like to destroy the union and run them out of the plant entirely.

He admitted that was not the condition here, but he said:

> We cannot form a policy permitting you legal contracts, and then have to give it to these little fellows whom we know would like to kill us.

He seemed unable to reach the point of giving 90 or 95 percent of the publishers in the country, whom he admitted had been friendly and were friends to this union and wanted the union, the right, legal kind of contract, and being able to go to a few people who were trying to destroy the union and say:

> You fellows cannot have it.

The CHAIRMAN. If what you say is true, that would have the effect of carrying on industry-wide bargaining on a local scale.

Mr. BASSETT. Then, Mr. Chairman and gentlemen of the committee, we have seen the issue as they posed it to us. The Taft-Hartley issue. We have seen that the problem here is the insistence of the union to maintain three things, which by themselves cannot be agreed to by us in a contract without violation of the law.

We then come to, I think, one of the important phases of this entire program and that is the ITU strategy in attempting to retain what they think the law has taken away from them on these three issues.

That strategy has broken itself down as they have described it to us and as it has been described in these exhibits which I would like to get to in a minute, in three ways.

The strategy, first of all, is to have no contract between the parties or at best a 60-day contract which in 60 days could leave them free of any contractual liabilities.

The purpose of that, Mr. Chairman, as clearly stated in these exhibits and as stated to us over the table is this: That when the time comes that a nonunion man, let us say would be hired—we are assuming there is no union shop—if we refused to hire him that would be a discrimination under 8 (a) (3) or because he had gone to the NLRB, and the NLRB and the courts had ordered him on the job, in such a case the union wanted to coerce the publishers and wants to coerce the publishers to get that man off the pay roll. How? I will demonstrate that by these exhibits. How? By them drumming up an imaginary and fantastic economic issue; making for instance a wage claim so high that they know it cannot possibly be granted. When it is refused with no contractual necessity for staying on the job they would then call what they term an "economic strike," which, if it is a true economic strike and not a sham is legal under the Taft-Hartley Act and cannot be interpreted as a violation of the statute. They would then strike and stay on the strike on an alleged economic issue, until when, Mr. Chairman? Not until we granted the wage increase, but until we let out the nonunion man.

The CHAIRMAN. But, Mr. Bassett——

Mr. BASSETT (continuing). At which time they would go back to work.

The CHAIRMAN. Mr. Bassett, you are stating the old familiar thing—and I want to see if there might be some stress on the other side now—of an economic strike which would have to be carried on merely for the purpose of convincing the public that they were right.

Do you think that the public could be convinced that a union would be right that would be asking for a fantastic amount in these days when some people are being paid as low as 50 cents an hour or 60 cents an hour? Do you think that could possibly attract public sympathy and that could possibly stand as any kind of a reason for the publisher to consider as to what might happen in the future?

Mr. BASSETT. Mr. Chairman, I gather that the inference of your question is this: I am sure that the public would be outraged at that type of procedure as I am sure today that the public is not being deluded on the present strike. They are not being fooled that this is a wage issue. They know it is the same type of issue, and I am sure that the public, knowing that these men and women are the highest paid men and women in any industry in the country, would not be deluded by this fantastic wage demand. They would see through it immediately.

I am sure that the union could not make that, what I call sham position, stick at that time. But, I only point out that that is a part of the strategy.

Point No. 1, which is clearly demonstrated not by any conclusions or distrust of what they said——

Mr. KERSTEN. Mr. Bassett, you say that it might be used as a sham for the real object of causing the discharge of a nonunion worker?

Mr. BASSETT. That is right.

Mr. KERSTEN. Under a union shop contract there would not be any nonunion workers, would there?

Mr. BASSETT. You are right, Mr. Kersten, if they accept a union shop, which is legal under the statutes, I am sure this problem would be almost entirely eliminated then.

However, I have been going through this analysis on the premise that they would not accept the union shop because they have said so so often. That again is my personal judgment and I am not speaking for the group on this phase of it.

Personally, I think they are making a grave mistake because that would give them the protection they need, do you see?

The CHAIRMAN. That is the way we felt it would be under the act and we want to know whether or not we made a mistake.

Mr. BASSETT. The second phase of this strategy, gentlemen, is after they have left themselves free of this contractual obligation to stay on the job they can call a sham economic strike, not for the purpose of getting the money they are talking about, but for the purpose of coercing us to violate the act and hence preserve in the composing room the three conditions that the law says cannot be preserved by agreements.

The second phase is to shift the responsibility for that violation of the law upon us.

Now, I won't burden you any more at the moment with that, but I will show to you as we go through these exhibits, the conditions of employment and the contract form P–6 (a) how that is to be accomplished, so that they would be free of liability and we would take on the entire responsibility and liability for violating the act.

The third part of the ITU strategy here is to comply pro forma, merely on the surface and on the face of it without actual compliance with the requirements of bargaining collectively in good faith. I will pass that for the moment to demonstrate in these exhibits just how they expect to accomplish that.

Now, with those three strategies to achieve the continuation of the freezing of these three conditions in the composing room, I would like, Mr. Chairman, if I may, to comply with your suggestion of reading very briefly and analyzing these exhibits for you because what I have said to you this morning is not anything that we have dreamed up, it is not the child of mistrust, it is a firm position and which is clearly stated and clearly carried out in the writings and the instructions of this union itself, so we cannot make any mistake.

If I may have your permission, sir, I think I have marked off in my own exhibits here probably the same papers and I will check back later on the paper which you handed me and if I may read from my own rather than yours, I would like to do that.

The CHAIRMAN. Yes; we would like to have you do that.

Mr. BASSETT. First of all, back in early July the International Typographical Union from its Indianapolis headquarters issued this bulletin to all of its chapels, and I am quoting:

> Notice of termination, 60 days prior to expiration, local unions should present the following notice of termination of any contract which expires after August 22, 1947—

Now, this is after the act had been passed, but before the Cleveland Convention [continuing]:

> This is to serve you with 60-day notice of termination of the contract, heretofore in effect between your company and Union No. —.

First of all get that aspect? Early in July they are already terminating contracts. Then in paragraph 2:

> To the extent required by section 8 (b) (3) of the LMRA, this is to offer to meet and confer for the purpose of negotiating conditions of employment.

Now, let us emphasize that language too "To the extent required." That is a pretty narrow limitation. [Continuing:]

> But reserving all rights provided by said LMRA, section 8 (D), that such obligation does not compel this union to agree to a proposal or require the making of a concession. It does not appear at this time that we will want any collective-bargaining agreement under the new law.

Now, reading back as a whole——

The CHAIRMAN. Read that part again.

Mr. BASSETT (reading):

> It does not appear at this time that we will want any collective-bargaining agreement under the new law.

The CHAIRMAN. Of course, that is what the new law was drafted for.

Mr. BASSETT. Yes; to preserve and promote collective bargaining in the public interest, I would think.

Now, reading that as a whole, and that is our starter, Mr. Chairman, that comes to our attention at a time when we are bargaining. It is quite clear that this offer to bargain "to the extent required by the act," then going on to say that under no conditions do they want a contract, that they are interpreting the act to require a lot of talky-talk, but no honest attempt to reach a meeting of minds or an agreement.

But that still is not enough to predicate an intent and so we go on. We find in post card bulletin No. 85 issued from ITU headquarters, also known as Taft-Hartley Law Bulletin No. 4——

The CHAIRMAN. Which exhibit is that?

Mr. BASSETT. I don't have mine marked in accordance with yours, Mr. Chairman.

The CHAIRMAN. That is a card, isn't it?

Mr. BASSETT. It is a card; that is right, sir. This again was issued in July before the Cleveland convention.

The CHAIRMAN. Is that it?

Mr. BASSETT. No; that is later. It is bulletin No. 85 and would be marked on the top as such.

The CHAIRMAN. Oh, you have described it?

Mr. BASSETT. Yes.

The CHAIRMAN. That is sufficient description so long as we find it in these exhibits.

Mr. BASSETT. Yes. Quoting a part of the bulletin:

> However, the hurdles and hazards of a contract with an employer under the responsibilities, restraints, coercions and handicaps of the THL appear to make a contract entered into after August 22, 1947 wholly undesirable.

Going on in post card bulletin No. 84 which preceded that, the Taft-Hartley Law Bulletin No. 3, the International Typographical Union again instructed its members as follows:

It is necessary that we advise our unions and our members on the particular steps that must be taken to avoid the pitfalls of the law as it applies to us.

All of this goes back to building this picture of the three-strategy step.

Then shortly after that, Mr. Chairman, in post card bulletin No. 89, Taft-Hartley Law Bulletin No. 8, the ITU said:

The THL is a spider that has cleverly, very cleverly woven a web in which to entrap labor organizations. Do not be fooled. For the first time in our history labor-union agreements are contracts within the full meaning of that term. After August 22, 1947, many changes must be made. You will be advised if we can devise a contract we can afford to write in view of the hazards of the THL labor relations. If and when we give you specific clauses or contract sections do not agree to any change therein.

In post card bulletin No. 90, Taft-Hartley Bulletin No. 9, as they call it, they said, and this is all before the August 22d convention:

Therefore, agree to no proposal offered, but lay each aside as a possibility, if, and provided we can agree on a complete document, meeting the test of whether it is in compliance with ITU law and okayed as such, by the president of the ITU.

In other words, no acceptance, no meeting of minds, on paragraph by paragraph: "Lay it aside." This is going to be important in a minute.

Post card bulletin No. 91, Taft-Hartley Bulletin No. 10 said:

A so-called union-shop contract may be legal under the Taft-Hartley law, but the so-called union shop is actually a Government established and protected open shop, which may employ either union or nonunion people. Under such a contract, an employer is free to hire whomever he pleases, regardless of whether the person may be a competent workman, and eligible for union membership, a so-called union shop. The Taft-Hartley law is absolutely a Government-sponsored open shop.

All this time we are unfolding what they are getting at. Now we come to this famous Form A, which they have proposed prior to August 22. In post-card Bulletin No. 94, Taft-Hartley law Bulletin 13, the international stated:

Use Form A verbatim: no changes accepted.

As a preface to that Form A, post-card Bulletin No. 93, Taft-Hartley law No. 12, said——

The CHAIRMAN. Well, just a minute. On all this are you reading what the international is telling the local to do before they ever enter into any bargaining negotiations whatsoever?

Mr. BASSETT. Exactly, sir.

The CHAIRMAN. Well, what has been your experience in the past? Has that been the system in the past for the international to do that?

Mr. BASSETT. To my knowledge, Mr. Chairman—and I must admit that it does not go back as many years as some folks in the industry or some sitting here—there has never been this kind of a mandated over-all collective-bargaining policy. The local unions have, by and large, been autonomous and free to bargain as they saw fit, except where they may have by occasional general law, passed by themselves in convention, mandated themselves that they had to ask for certain things.

I have, in the history of this organization, not known any time when the entire over-all, clause-by-clause, word-by-word, comma-by-comma bargaining has been dictated by the international union.

To go on, in post-card Bulletin No. 93, Taft-Hartley Bulletin No. 12:

If you reach an agreement before August 22, 1947, include these sections.

These are Form A sections—

After August 22, do not verbally agree to sign anything without communicating with the president of the ITU.

Now, what is this Form A, sir, and why were we not able to accept it? Very briefly, and it is before you, I believe, in the opening paragraph.

In the instructions from the international headquarters, I quote:

The following are musts for our protection:

The first paragraph provides for 60-day written notice terminating this Form A. Form A was to continue the old contract for a year, but with 60 days' termination for any cause whatsoever. I think I have stated to you before why they wanted to be free of contractual obligations in the event one of these situations arose.

The CHAIRMAN. Did you have any conversation to prove that definitely?

Mr. BASSETT. In the course of these negotiations, Mr. Chairman, these positions, as they are set out in the bulletins, were amply stated, and I would say faithfully stated, by the local bargaining committee to the publishers' bargaining committee, the minutes of which will amply show that.

I must say that I am digressing from Chicago for a moment, that although some bargaining committees elsewhere have not always followed line by line what was said here, and have gotten themselves into a little difficulty with the international because of it, that this committee here followed these instructions all the way through, for what that is worth.

In paragraph 2 of Form A they asked for a provision, that if any part of an agreement becomes void because the law was misinterpreted the entire agreement falls. In other words, they wanted again to be free of contractual liability.

In the third paragraph they provided—and, understand, this is a must—that composing room, the term "composing-room employees," is subject to definition and limitation only by local laws of the typographical union, thereby retaining for themselves the exclusive right to determine their own jurisdiction, and in derogation of the provisions of the statute.

In the next paragraph they provided for a limitation of liability of $25.

In the next paragraph they provided that—

If any action is brought other than under that grievance procedure of the contract, the entire agreement becomes void.

In other words, if they should refuse to handle struck work, and a third party, let's say a person or firm, should file an unfair labor charge before the National Labor Relations Board under 8 (b) (4) (D), or under 305 of the statute, seek to impose penal obligations upon them, that very act by a third party would cancel the contract, and again they would be free to coerce us as they saw fit.

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The CHAIRMAN. Except for that last statement you made concerning the third party, had you any theory yourself with respect to whether they is any disability on your part to make such a contract?

Mr. BASSETT. On the struck work, Mr. Chairman?

The CHAIRMAN. No; on the question on your rights under the contract to damages?

Mr. BASSETT. Yes. We discussed that and were advised very thoroughly on such a matter, for instance, as the 60-day cancellation period. Under previous holdings of the NLRB, there is a serious question whether a union is bargaining or an employer is bargaining in good faith when it asks for a contract lasting no longer than 60 days, a period provided in the statute.

In other words, the most they would be willing to give would be a 1-day contract, over and above what the statute provided. That could be interpreted possibly as an unfair labor practice and failure to bargain in good faith. Further, sir, we are very much impressed in our industry, as you know——

The CHAIRMAN. Who would you say would be pressing the charge?

Mr. BASSETT. In that instance, of course, if there were a charge to be pressed, it would have to be us.

The CHAIRMAN. It would be for the court to determine whether or not you have entered into a contract which might affect the general welfare or the public interest?

Mr. BASSETT. That is right, sir. I was going to give the public interest. This does not give the public any type of protection. The 60-day contract leaves the public wide open to the type of thing the public is suffering from in Chicago right now. They may like our newspapers and we like them, but they are not exactly the complete thing the public has been used to getting.

In this one phase of Form A, Mr. Congressman, where they insist on retaining their own jurisdiction regardless of the law, there is a possible conflict there between this union and other unions, which, if we contracted as provided here, we could be opening ourselves and the public and themselves wide open to jurisdictional disputes, you see? There is a further provision in this Form A that no member of the union shall be required or expected to cross a picket line established by a subordinate union.

Now, there was at that time, and still is, a question under the Taft-Hartley Act, whether even though the act says a workman is protected from crossing a picket line established against a third party—employer—whether that inferentially intends to provide that he may not refuse to cross a picket line established around his own plant.

For instance, if the mailers at any Chicago newspaper should establish a picket line, the question is whether the subordinate union—the brother union here, the compositors—would have the right under the act to refuse to cross that line. The question is up for grabs. We do not know the answer, but it is a possible violation to make this provision in the contract, you see? All in all, they ask us here for something that provided no security, provided some illegality, and certainly jeopardized the public interests and the fair working of that statute on the question of jurisdiction.

Now, right after this, after this Form A was rejected because we could not and would not connive to violate the statute or to put them in a position where upon 60 days' notice they could coerce us into violating the law, they held their convention in Cleveland.

In Cleveland, I think ending on August 22, if I am not mistaken, they adopted a collective-bargaining policy which is quite significant, sir, and which is at the base of this whole thing. I think it would be significant for me just to read one or two statements from the speeches of the international president, Mr. Randolph. On the first day of the convention Mr. Randolph made this statement in describing the Taft-Hartley Act:

> You now see just what they set out to do to us. They have set out to break open our closed shop. That means that they have set out to destroy our unions. They have set out to work with nonunion men any time their employer hires them. They have set out with the Taft-Hartley Act to force nonunion men in a union shop. They have set out to force an NLRB determination of what jurisdiction your union shall exercise. They have set out to force you to work on nonunion products.
>
> Under the new laws, members of the ITU will demonstrate, either individually or collectively, that they can think faster than the legislators. In that battle, if it develops, the employer will be the one who is most hurt. We do not like that. We believe that if it had been possible for our employers to dictate the terms of collective bargaining there would have been nothing like the Taft-Hartley bill. We have been successful, we want to keep on being successful, but because the Taft-Hartley bill has given them weapons for use against us, that is no reason they should try to use them. If we choose, as free Americans, even under the Taft-Hartley law, not to make that collective-bargaining agreement, we have that legal right. We have the right not to make contracts, and if we don't we are free to do a lot of things that we are not free to do if we make them.
>
> If we have a contract, and the employer starts to take away some of the work you have been doing and you insist on his giving that work to you, the employer can put up a squawk to the NLRB, can issue a cease-and-desist order to you, or go to court without a hearing and get an injunction against you, I say, again, we have the right—the legal right—not to make contracts under those circumstances.

The CHAIRMAN. By making it individually and collectively we have at least an individual who is able to think faster than the legislators.

Mr. BASSETT. I make no admission, sir.

I would say, that as this policy is developing, looking at the sacrifices which it has brought to parties on both sides of the fence, as well as the public interests, that the legislators have not been out-thought yet.

In a subsequent speech, Mr. Randolph said, and I believe this was on the fifth or possibly the last day of the convention:

> And with all the legal help that we needed we have evolved a plan of protecting our fundamental rights even by using the right granted to us in the Taft-Hartley law to refrain from making labor-union contracts. In order to refrain from making contracts we have to fail or refuse to agree to any proposal that an employer makes.

The CHAIRMAN. Well, there is no question in your mind about the fact that the union does not have to bring its members under the protection of the law?

Mr. BASSETT. I think that is true, sir. That is true.

The CHAIRMAN. In other words, the leaders can deprive the membership of the protection of the law.

Mr. BASSETT. If they wished to.

The CHAIRMAN. If they wished to.

Mr. BASSETT. I am reading these statements, however, to indicate to you, that the door to collective bargaining, the door to contracts, has been closed long before August 22. They just are not going to have legal contracts.

Mr. Randolph went on in that same speech:

Well, there are a number of things that are well established in the printing industry that are outlawed by the Taft-Hartley bill. Therefore, if we sign a contract, the employer will insist on eliminating those basic conditions from the contract, and if he does and you agree to it, those basic conditions are out the window. If you do not sign a contract, if you do not agree to the proposal of the employer, the law protects you. If you have no agreement and no contract in effect, you can strike.

Now, at Cleveland, following those speeches, they adopted a collective-bargaining policy which has become a general law of this international.

The CHAIRMAN. What are you reading from in those speeches?

Mr. BASSETT. I was reading from Mr. Randolph's own speeches.

The CHAIRMAN. What was it published in?

Mr. BASSETT. I happen to be reading from the publication of his speeches in the American Newspaper Publishers' Association bulletin. You see, the newspapers are able to write and read just like the International Typographical Union, and like us, they put out a journal.

I will say, Mr. Chairman, that I have here, if you care to have it, a copy of their own Typographical Journal which states the full speech.

The CHAIRMAN. I would certainly like to have it, because I assume you are quoting exactly the words.

Mr. BASSETT. I am quoting exactly, sir, and we will mark those passages for you in the bulletin and put it in the record.

The CHAIRMAN. We will mark that exhibit No. 42.

Mr. BASSETT. Now, again quoting exactly from the general law which takes effect on January 1, 1948, but which has been put in effect since August 22 by act of the executive council, which was given authority to do it, these statements, among others, are significant:

It will be our policy to refrain from signing contracts in order that we avoid agreeing or seeming to agree or voluntarily accepting conditions created by such a relationship under the Labor-Management Relations Act of 1947. Upon expiration of existing contracts and until the laws above referred to are amended and free collective bargaining is again recognized, our members may accept employment only from employers who are willing to employ them under the conditions of employment.

And that phrase is in quotes and in initial caps.

Our unions will engage in collective bargaining to the extent required by law, bearing in mind that the legal obligations of a labor organization under the LMRA to—

and this is significant—

bargain collectively, meet and confer in good faith with reference to wages, hours, and so forth—

expressly provided as follows:

But such obligation does not compel either party to agree to the proposal or require the making of a concession.

That statement being significant, sir, as being given here by publication and over the bargaining table, that they intend to "bargain collectively," not as an honest man intending to reach a meeting of minds wants to bargain over the table, but as, let me say, an honest man who does not want to go any further under the law than he has to, and who concedes the law to permit him never to reach an agreement, to sign a contract, leaving him free to do these, in violation of the law.

The CHAIRMAN. He is quoting there the last sentence of section 18.

Mr. BASSETT. Right, sir, and later on I would like to suggest how I think it has been misconceived, and probably honestly so, by the officers of the international union. Finishing this quote from the policy, however:

A condition-of-employment form which must be used by all unions, and which is uniform except for local scales and practices, has been printed for the convenience of all subordinate unions. The form sets out the conditions under which our members offer their services, so long as they are individually able and willing to work.

Now that, Mr. Chairman, is the collective-bargaining policy—"no contract and 'must' conditions of employment."

Along with the adoption of that law, they have provided for the summary expulsion of members who did not comply with the order of the executive council. They also adopted another general law that no union could enter into a contractual or similar type of arrangement with the employer without having the full approval of the international president and the council.

The CHAIRMAN. Have you got that in writing?

Mr. BASSETT. Well, that is part of their general laws, and I believe it will be in this Typographical Journal.

The CHAIRMAN. Exhibit 42?

Mr. BASSETT. Exhibit 42, which we will supply to you.

The CHAIRMAN. All right.

(The document referred to was marked "Publishers' Exhibit No. 42, December 29, 1947," and will be found in the files of the subcommittee.)

Mr. BASSETT. And now, what are these conditions of employment? They adopted them almost immediately. I have reason to believe they were written at the time this thing was promulgated and they were offering them to us over the bargaining table. The preamble is what is significant, and I believe it is before you in those exhibits.

This schedule of the conditions of employment as hereinafter stated is in no wise a contract nor is it an offer feasible of acceptance by an employer in any manner as to infer that there has been any meeting of minds in collective bargaining to attain the results solely prescribed by the union.

Right at the outset, Mr. Chairman, we have a refusal to bargain; we have a violation of 8 (b) (3) and a violation of 8 (d) right at the outset. Then they go on:

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

The CHAIRMAN. Would you say there was a violation of 8 (a) (5) there?

Mr. BASSETT. Yes. I was merely pointing out a few. I think there are probably six or seven that could be brought in. Sections 7, 8 (b) (1), possibly 8 (b) (2)—several.

Then they go on to provide:

That the policy is subject to all of the laws, regulations, and decisions hereby, and with the consent and support of the ITU—

I am trying to spare you reading all of this—

subject only to such alteration, amendment, or withdrawal as may be authorized by a vote of the membership as prescribed by the local union and approved by the ITU.

There again, sir, is a provision which we could not accept, either as a working condition or by tacit acceptance, which, as Congressman Kersten pointed out last week, could be well construed as a contract. We cannot agree to do the type of thing which will permit their local laws, rules, and regulations, to legislate anything they want, because both the international and the local rules as presently constituted provided for free determination of jurisdiction, no struck work, and for a closed-shop condition, all of which at the moment are in violation of the act, where agreed to and put into operation by the employer and the union.

The CHAIRMAN. Well, you have other contracts, do you not? For instance, you are talking about the contract now. You are dealing with local 16. What is your situation with respect to, say, the engravers?

Mr. BASSETT. Our contracts, Mr. Chairman, with every other craft union and every other union in the newspaper industry, where we have renewed them since August 22, and there have been many renewed throughout the country, and if I am not mistaken, only several renewed here in the city, and I believe only one jointly, provide that certain conditions, probably the old contract conditions, prevail insofar as they are in conformity with the State or Federal law.

The CHAIRMAN. You mean those were made before August 22, so that you had another year in which to go under the old contract?

Mr. BASSETT. Well, there are three types of contracts in existence today: (1) Those which were entered into prior to June 23, and if they are still in existence, of course, the old struck-work, closed-job-shop jurisdictional conditions are continuing. There is some question as to whether the struck-work clause is not voided by the operation of law, but that is another question.

The second type are those entered into between June 23 and August 22 of this year, whereby as we will point out, the closed shop can continue for a year, for instance.

The third type are those entered into after August 22, where it is necessary under the law to either delete certain of these clauses, such as the old closed-shop clause, to eliminate them entirely, and the struck-work and the unlimited jurisdiction, or to provide that the old contract will continue, but a savings clause is added, that no provision of this contract shall operate in violation of State or Federal law.

The CHAIRMAN. In other words, you had in mind that the union would have had their representative proceedings for the purpose of establishing union shops through the medium of the Board and then you would deal with them on that basis? Is that what you had in mind?

Mr. BASSETT. Yes. We have gone so far with every union we deal with, to say to them that although the law does not permit a closed shop, the only two other openings or three openings are, to say nothing in the contract about union security, or to provide for a union shop, or to provide for a rank, outright open shop.

We have gone so far as to say, even though the law does not: "If you wish to comply with the conditions of the law and to get a union shop, we are telling you in advance we want you to have it."

We have the right to hold that back, but we do not do it, and several of our A. F. of L. craft unions are going through that procedure in various places in the country.

In fact, sir, to my knowledge, this is the only international union in the United States, A. F. of L. or CIO, which is stating a no-contract policy.

They are all conforming to the statute one way or another, with firm written contracts.

The CHAIRMAN. And this union, though, according to the statements made—and I have every reason to believe they are true—is the one that had the most outstanding relations for 95 years between employer and employees.

Mr. BASSETT. It certainly has been a relationship of long standing and a relationship under which there has probably been a minimum of dispute between the parties as the contracts have gone on.

The CHAIRMAN. You are probably aware of the fact, under the previous act, that in 1946, this country lost 116,000,000 man-days from strikes, under an act that was supposed to be helpful to workmen. This year, the amount is just a fraction, an infinitesimal fraction of that number, and we have every reason to believe that accounts a great deal for the increased production and prosperity throughout the country. We may be mistaken. At least, that has been our thought until this time. You are aware of those facts?

Mr. BASSETT. I am, sir.

Well, to go on very briefly, in these conditions of employment there is a preamble provision which says that failure on the part of any employer, of members of the union, to provide employment at the standards set forth will be evidence of a lock-out.

That provision, of course, provides for the secondary boycott. The standards will be that we will not handle struck work. Therefore, we are being asked to acquiesce, to agree, to accept, in other words, an illegal condition. Throughout these conditions of employment on such matters as apprentices, they in effect provide the closed-shop violation of sections 8 (b) (1), 8 (b) (2), possibly 8 (a) (3), if we accepted them.

In the miscellaneous provisions, they do not provide for employees having certain conditions of employment. They provide for members, which again is a closed-shop condition. They provide for priority to union members.

Going on, these conditions provide for the secondary boycott in section 40, for discrimination. I could burden you all morning and afternoon, but I will not do it. I am sure as you read them, you will see how impossible under the law these conditions are.

Now, we rejected those conditions of employment because, Mr. Chairman, we would not operate in the first place under no security of contract, but also because we would not connive or reach an agreement directly or indirectly to violate this law, which these clauses and provisions required us to do.

Following the issuance of those conditions, another postcard bulletin was issued, called No. 99, Taft-Hartley Bulletin 18, and in that bulletin the ITU said:

Our collective-bargaining policy unanimously adopted by the convention went into effect August 22, 1947. We have also adopted as part of our general laws, effective January 1, 1948, that policy can be successful only so long as local unions and employers fail to reach an agreement by the processes of collective bargaining. If the union and employers reach an agreement, they may be compelled to sign a written contract to that effect. A Supreme Court decision of 1931, under the old Wagner Act, compelled an employer to put in writing the terms of a contract to which he had agreed. The Taft-Hartley law specifically compels it, if agreement is reached, section 8 (d)——

The CHAIRMAN. It specifically compels what?

Mr. BASSETT. That specifically compels the writing of an agreement if an agreement is reached.

The CHAIRMAN. Without a request of one of the parties?

Mr. BASSETT. That is what the bulletin says.

The CHAIRMAN. Well, the bulletin is wrong if it says that.

Mr. BASSETT. The bulletin then goes on:

But such obligation does not compel either party to agree to a proposal or require the making of a concession. Therefore, take the offer of the employer under advisement. If the employer makes a complete proposal, receive it for consideration and forward it to the ITU, as provided by section 2, article 3, general laws. Nothing but a complete proposal shall be so forwarded.

If I may interpolate, that is very significant, Mr. Chairman, that there is to be no bargaining, no normal discussion, as we have had in other years, no honest over-and-above-the-table consideration of the proposal.

Take it under advisement, receive it for consideration only.

Does it say "bargaining"? No. "Forward it to the ITU."

Going on:

Ignore the propaganda in newspapers and magazines. No court can or will write a contract for you. No court can compel you to do anything, even the THL prevents such compulsion. Under the THL, collective bargaining is being made too difficult, and the making of contracts is now undesirable to organized labor.

Going on——

The CHAIRMAN. Well, they can come to any conclusion if they do not care to be under the act?

Mr. BASSETT. That is true. My purpose in reading is not to contest their choice but merely to indicate that they have at no time offered us any contracts of any kind, contrary to some misleading statements made here last week, and that they do not intend to contract up to this point.

The CHAIRMAN. What you have read would seem to indicate that. Are you reading everything? Is there anything that modifies your statement there?

Mr. BASSETT. I am reading, sir, even to the extent of making you and me both tired, with the idea of putting in everything that is pertinent on these points. There will be a lot of other material stated in these bulletins which bear on other aspects of the problem, and which would only burden you to read them. If there is anything to the contrary in these bulletins to what I have read, I am sure that my friends on the union committee here will point it out, but I will wager anything that there is nothing that conflicts with what I am reading.

The CHAIRMAN. We will have that checked later.

Mr. BASSETT. A significant bulletin then came out, Mr. Chairman, from the ITU headquarters, on, I think, October 6 or 7, and the pertinent portions are these, and I am quoting—it was labeled "Steps in Collective Bargaining" and these next few documents are very significant.

The mere fact that a union and employer have been under contract compels the parties to go through procedure of the Taft-Hartley law to "bargain in good faith."

The quotation's significance is great, it seems, because as we have discovered over the bargaining table, it was merely a process and not a sincere effort to reach a meeting of the minds.

Again quoting:

If the employer's representatives press for a statement on policy, they are fishing for admissions that you are not "bargaining."

When employers ask for proposals, give them the "offer" on post-card Bulletin 98, which was to terminate the contract. Follow advice thereon. Do not argue the propriety or legality of it.

"Do not argue the propriety of the offer." What else do you do in collective bargaining but argue the propriety of your proposal?

Quoting again:

Write down many questions to ask in an effort to get the employer's opinion and tolerance toward wages and conditions. The union would like to prescribe conditions of employment. Stay away from questions of policy. An employer who wants to get along will not ask them. If an employer would rather establish conditions of employment, and does so, do not withdraw members until our laws as to strikes and lock-outs have been complied with. No conditions of employment are acceptable that provide for operation of a definite period of time.

Such might be interpreted to be a contract.

Thirty days after the 60-day notice of termination, send 30-day notice addressed on post-card Bulletin No. 97.

Show them our "offer," Taft-Hartley 17.

They know all about our no-contract policy. If they want meetings between the parties, sit in and go all through the same procedure you followed before they came in. Be patient, persistent, and confident. Let employers and conciliators come to you with suggestions. You must "bargain" but you cannot be compelled to agree to anything. Write on all pertinent activities during "negotiations."

The CHAIRMAN. Sounds unfortunately like all too true, doesn't it?

Mr. BASSETT. I am afraid you are right. All of this is obviously devised to avoid bargaining or reaching a contract.

On the same day, or probably a day later, Mr. Chairman, a further bulletin came from headquarters which was very significant and it was an explanation of a change in the strategy of attack by NLRB counsel against our collective-bargaining policy.

When the Baltimore Graphic Arts League filed a charge with the NLRB against this union in early October, the ITU then changed its no-contract policy for the first time, and it offered what it called a contract, called form P–6 (a), a 60-day contract, which I will describe to you in a minute.

This is an explanation of that contract, Mr. Chairman. It says:

Our collective bargaining policy provides in the seventh paragraph, while there could not be and will not be any attempt on the part of the international or subordinate unions to violate any provisions of the law, yet there should be an earnest endeavor on the part of these unions to avoid any conditions which would result in their being penalized by these laws, and to avoid the

sacrifice of rights and prerogatives which may be lost by the signing of contracts as heretofore.

The attack by the NLRB general counsel immediately after our convention, and the grouping around him of our employers was highly significant. We regard it as an obvious conspiracy against us. We, therefore, can easily comply with even Denham's idea of good faith by presenting a form of contract we will offer to sign if—

and this is in italics—

if the employer will sign it.

In the new form of contract P–6 (a), we protect ourselves as well as we can by the paragraphs at the beginning, set in 10 point bold face type. The first paragraph and the following lettered A through I, both inclusive, are the only protection you can write on matters of utmost importance to us.

Contract proposal only for 60-day duration: The right to terminate at 60 days is absolutely essential because it puts the employer in a position where he is likely not to have union employees working for him, if he hires nonunion men. If he brings in nonunion matter for you to work on, or if he tries to take away your jurisdiction——

The CHAIRMAN. Does that take into consideration the question of everything—the union shop?

Mr. BASSETT. No, sir. You see, he has first rejected the union shop completely, then he goes on assuming that it is going to be an open shop, and says just what I pointed out at the beginning here, that the 60 days is for the purpose of freeing him to retain these three conditions.

Then he goes on to say:

The reason we adopted the no-contract policy was to protect ourselves against the above acts, these three acts.

Mr. KERSTEN. What are you reading?

Mr. BASSETT. From the bulletin of the ITU headquarters.

The CHAIRMAN. Do we have that?

Mr. BASSETT. That is 91.

Mr. KERSTEN. What is the date of that again?

Mr. BASSETT. Either October 6 or 7.

Mr. KERSTEN. Go right ahead.

Mr. BASSETT. (Reading:)

The reason we adopted a no-contract policy was to protect ourselves against the above acts which the employer could perform to our destruction. Now, with the 60-day notice requirement of the Taft-Hartley law, a local union can terminate Form P–6 (a) on 60-day notice and begin "bargaining in good faith."

Every member must keep in mind the basic reason for our course of action.

One, we want to preserve the right of our members individually, or as far as we can collectively, to refuse to work with nonunion men, the right to refuse to work on a competing nonunion product, and the right to protect our jurisdiction over composing room work.

Two, during the life of a contract, you cannot successfully do so. The THL will stop you in several ways.

Three, the employer is in a position, during the life of a contract, to act either way, as to those important matters.

Four, the 60-day termination of the Form P–6 (a) limits the time during which you are in danger on these three stated points.

Five, the other paragraphs in Form P–6 (a) are carefully drawn to take care of the other matters vital to us. You can "bargain in good faith," even in Denham's style, but are not required to agree to a proposal to grant a contract. We like our 60-day limitation. We like paragraphs A to I, inclusive. We want them as part of any contract we sign and the executive council has approved them for offering them to the employer. Do not change them simply because the employer screams about them. We have plenty to worry about them ourselves. It may be after the employer bargains in good faith we will take another look at our conditions-of-employment contract which was acceptable enough until the Taft-Hartley law and Denham. This was approved according to the executive council on October 7.

The CHAIRMAN. It would appear from what you have said there that the 60-day contract provisions are offered more for the purpose of finally arriving at a contract under the conditions of employment.

Mr. BASSETT. Exactly, sir. In a later bulletin which came out the same day it bears out exactly what you said, and it is very short. It is dated October 6, the council says:

The contract Form P–6 (a) preferred for submission to employers when employer insists on a contract contains ample reason for rejection by employers in the first paragraph, which provides for 60-day termination. Do not change that limit. The other sections in the first page, (a) to (i), inclusive, are absolutely necessary. Do not change them in any way. This contract offer makes our condition-of-employment form much more desirable by employers.

Now, in other words, they are trying to force on us that illegal arrangement known as conditions of employment, but let us for a moment look at P–6 (a) itself. Mr. Randolph pointed out to you last week and he has told us time and time again over the table that this is a contract. It gives them security.

It not only gives them security, gentlemen of the committee, but it throws the legal liability for the law violation which we are being asked to indulge in right over on our shoulders. Let me demonstrate:

In the opening paragraph, they provide, of course, for the 60-day cancellation for any reason at all. Of course, a bad faith proposal, a bad faith bargaining and not in compliance with 8 (d), and in the second paragraph, "We agree to recognize any jurisdiction determined by the union."

They, of course, are violating the unfair labor practice jurisdictional section of the act, but we are agreeing to it and thereby conniving in such violation.

The CHAIRMAN. It sounds as though the practice of the present Congress administration is being carried right down to the employment relations, doesn't it, of the cold war?

Mr. BASSETT. Very much so.

The CHAIRMAN. Maybe they are just learning from Congress and from the administration.

Mr. BASSETT. Mr. Randolph stated that he did not want to learn anything from Congress, didn't he? He had a better system.

The CHAIRMAN. Maybe he is right; I don't know.

Mr. BASSETT. In the next paragraph they provide: "That we must abide by the laws, rulings, and decisions of the union." And that their members will accept employment only under those conditions; an outright closed shop, secondary boycott, and freedom of jurisdiction termination provision, which we are agreeing they have a right to do, thereby agreeing that they can violate the act.

In the next provision: "We agree that the general laws of the ITU not in conflict with the law shall prevail."

That, Mr. Chairman, is the only legal and I think the only practical provision in the entire contract because it provides compliance only insofar as it conforms to the law.

The CHAIRMAN. From all of the information that you have read, there does not appear to be any intent to bargain collectively; there does not appear to be any violation of the law, however, does there?

Mr. BASSETT. Yes, on the contrary——

The CHAIRMAN. In other words, what they are stating there is that they don't want the law?

Mr. BASSETT. Yes, exactly that. They don't want the law here, but as long as there is a law they are saying in effect, we want to maintain the three things the law says we can have, and in maintaining them, since there is a law, you fellows take the rap for our insistence upon the violation.

That is what this thing says in effect. That is the reason he says in his later bulletin that we would not take it and I can assure you that he was quite correct.

The CHAIRMAN. This will result either in a strike that is going to go on for years or an open shop from what you are reading. Am I wrong?

Mr. BASSETT. Well, if the union persists in this position, Mr. Chairman, and if it persists upon our conniving to violate this law, agreeing with them or accepting conditions by which we connive to violate the law, if it insists that we perform certain steps which violate the law, I think you are right, because the publishers of the city of Chicago cannot and will not violate the law of the United States of America.

The CHAIRMAN. Please, no demonstration.

Mr. BASSETT. Now, in the next paragraph P–6–A proposes that we will not assign work to their members, and they will define the members, other than the work that they define as being proper for those members; an outright agreement to a closed shop and an outright agreement that there will be no work, struck work performed, and an outright agreement that they will determine their own jurisdiction. All three of which cannot be incorporated into a contract under the statutes.

In the next section they provide that we cannot compel their members to work with nonunion printers and therefore agree that any refusal by them shall not constitute a breach of agreement.

We could agree that any such refusal is not a breach of the agreement, but we canont agree, as you stated earlier, that they have a right to coerce employers into discrimination by a contract.

We cannot reach such an agreement. Furthermore, this provision waives any liability they might have under the statutes, a liability which if they are going to violate the statutes they would have to accept.

In the next provision they again reach this picket-line provision which is a possible violation of 8–B–4 and certainly waives any right that any employer might have to receive legal redress in the event that there was a damage of presses.

They go on to provide that we will not require the employee to perform composition or other work which they declare to be unfair. Again a nonstruck work agreement which we cannot enter into either directly or indirectly under the law or at least we cannot take the liability to a third person, which this provides for. They can violate the law if they see fit providing they take the liability, but if they refuse struck work, we are not going to agree that the third party can sue us only because we connived and agreed with them that they could make such a refusal.

The CHAIRMAN. How could any of these things be possible or probable under the relationship such as has been described by both parties through the years, between the publishers and this union? I am speaking of the composing-room union now and I am not speaking of the ITU in general, but I am talking of local 16.

Mr. BASSETT. Well, as I stated before, Mr. Chairman, the publishers here would not have asked for a change in struck-work conditions, if we were negotiating a contract as we negotiated it last year, and to my knowledge there is no intent to change the conditions which existed beyond what is required by the law. The law does not require us to take any steps except it prevents us from agreeing.

The CHAIRMAN. Aside from the law itself, is there anything that has happened that would bring about or create this distrust or this apparent distrust?

Mr. BASSETT. I don't believe so, Mr. Chairman. The struck-work situation, to my knowledge, has not been a problem here in Chicago with one or two exceptions. Last year there was an attempt, a rather unfortunate attempt, and I could characterize it more strongly, to prevent the handling of work which came from an eastern newspaper which was then on strike with the ITU.

The problem, however, as unfortunate as it was, was recognized as such by the ITU and was buried by ITU procedure, even though the local wanted to proceed.

Other than that, I would say there was very little difficulty on these subjects. There is no reason why there should be.

Mr. KERSTEN. I would like to ask a question or two, if I may.

The CHAIRMAN. Go ahead, Mr. Kersten.

Mr. KERSTEN. Mr. Bassett, you have brought out here about a number of statements that Mr. Randolph made on previous occasions indicating a no-contract policy. There was one statement that was referred to by Mr. Randolph to the effect that while attempts to injure the ITU probably would not be made in Chicago between the employers here and, say, local 16, nevertheless throughout the country there were isolated cases, perhaps, of publishers who did want to destroy unions, and it certainly is true that in every class of people there are always a fringe of people that want to disrupt and destroy.

Well, now, with that in mind, let us take the publisher who did really hate unions and wanted to destroy them. Do you conceive that under this law he would have the right to hire the nonunion man who would be, say, a stooge or a strikebreaker, and attempt to have that man injected into this union, do you think that apart from the disability, or apart from that sort of thing happening here in Chicago, do you think that under this law a bad publisher could hire such an individual?

Mr. BASSETT. Mr. Kersten, if a publisher attempted to do that any place in the United States he would be so clearly in violation of section 8 (a) (3) that the NLRB and the courts would not have much trouble picking him up in an awful hurry and stopping him.

Mr. KERSTEN. A–3?

Mr. BASSETT. As well as other sections of the statute.

Mr. KERSTEN. In other words, do you think an employer has not such a right—is that correct? Under the law?

Mr. BASSETT. I say he has not such a right. He would be discriminating against the union. He would be attempting to break the union. He would be interfering with the right of employees to organize in organizations as they see fit under the law.

Mr. KERSTEN. In other words, you recognize that the policy of the law as set forth at the opening sections thereof is not merely a neutral policy with regard to unions, but is a policy to encourage unions, a policy to encourage collective bargaining and the right of self-government?

With that being the policy, don't you conceive it to be a violation of the law on the part of an employer to hire anybody that would seek to disrupt the union?

Mr. BASSETT. Exactly, sir; I do.

Mr. KERSTEN. In other words, section 8 (a) of the law provides that it shall be an unfair practice on the part of an employer to interfere with, restrain, or coerce employees from the exercise of the rights guaranteed in section 7, and those rights guaranteed are all the rights of full freedom of collective bargaining, mutual aid, and self-protection, and the policy disregarded in the law is one of encouragement of collective bargaining and a recognition that unless you have got that you are going to depress wages and depress working conditions? Do you understand that to be the situation?

Mr. BASSETT. Exactly, sir.

Mr. KERSTEN. Do you think that a bad publisher would have a right—strike that question.

Do you think that introducing struck work in a plant has a tendency to cause disruption and friction in the unions?

Mr. BASSETT. I don't think there is any question about that.

Mr. KERSTEN. There is no question about that, is there?

Mr. BASSETT. No, sir.

Mr. KERSTEN. It tends to interfere with the right of self-organization, does it not, and the full freedom of self-organization?

Mr. BASSETT. Let us put that answer this way, Mr. Kersten, that practically it certainly interferes with the right of organization because of the disrupting influence. Legally, I have a hard time answering you whether it is such under the statute.

Mr. KERSTEN. But practically it would?

Mr. BASSETT. Practically it would.

Mr. KERSTEN. In other words, it has been the tradition of sound trade unionism that particular members of a union will not use struck work? That has been traditional down through the years, hasn't it? That is true, isn't it?

Mr. BASSETT. That is true.

Mr. KERSTEN. And wherever an attempt is made by an employer to force union men to work with a nonunion man or to use work that is struck work involving another labor dispute, that has tended to cause trouble in that union, isn't that right?

Mr. BASSETT. That is right.

Mr. KERSTEN. Therefore, would it not follow that any attempt on the part of an employer to introduce struck work would tend to disrupt the right of full freedom of organization and self-help on the part of the union?

Mr. BASSETT. Well, I say practically it would. I would like to go even further, Mr. Kersten. For that and other reasons we have even gone so far over the bargaining table with this union to say that except as the law requires we had no intention of changing any of our practices existing prior to the date of this law.

In other words, unless under some conditions, which we have a difficult time visualizing now, the law would require it, otherwise we would not under any condition insist upon their performing struck or unfair work if we had not insisted upon it under the old contract.

Mr. KERSTEN. All right. That being the situation, do you understand that under this new law an employer has the right to hire, say, a union disrupter?

Mr. BASSETT. I think he clearly has no such right.

Mr. KERSTEN. All right. Do you think the employer has a right to force struck work under this law?

Mr. BASSETT. When you ask me the understanding of the law, Mr. Kersten, I have to give you a qualifying answer.

Mr. KERSTEN. What is your qualifying answer?

Mr. BASSETT. My qualified answer is, as before, that certainly as a practical matter that would constitute disruption, and maybe as a legal matter it would constitute an interference with the rights guaranteed under section 7.

In any event, it almost certainly would never happen in the composing rooms of the Chicago publishers.

Mr. KERSTEN. Well, do you think apart from the good faith on the part of—good or bad faith—on the part of a publisher, do you think that a publisher has the right under this law to force struck work into the union?

Mr. BASSETT. Well, putting my answer another way, I don't know under the law. You see, you are raising a very likely borderline question as to whether the insistence upon struck work, the handling of struck work constitutes an interference under section 7. I don't know the answer, because in the first place I am not a practicing lawyer, and in the second place, it is something the court and the Board will have to determine.

I think there is a very serious question when the statute says in 8 (b) (4) that the union commits an unfair labor practice to refuse to handle such work, and in section 303 that it shall not refuse to handle such work. There is a question, a serious question, as to any liability on the part of the employer if he insists that they handle it in compliance with those other two provisions. I don't know. All I am saying is that we are willing, and have so stated that we are willing, to take the gamble under the law that your inference is correct, that it might be a violation.

Mr. KERSTEN. By the employer?

Mr. BASSETT. By the employer to insist upon it. At any rate, we have said over the table that it would not happen. That is all I can say to you, see?

Mr. KERSTEN. Isn't it true, Mr. Bassett, that one of the things that the publishers are concerned about in an adoption of a contract such as has been proposed by the union, that there might be applications for work on the part of the people if turned down because the union does not like them, would have a right of action against either the publishers or the union, or both; isn't that one of the things that troubles the publishers in adopting this contract?

Mr. BASSETT. Very definitely. Any person who is discriminated against under section 8 (a) (3) has a right of action against both the union and the publisher, as well as 8 (b) (2) and can sue and be reinstated with back pay.

Mr. KERSTEN. Yes; but isn't it true, Mr. Bassett, that any act under this law, as you read it, any act on the part of an employer which would in any way weaken the full right of free association by the members, by the union; any act by the employer that would tend to depress wages or working conditions as defended by the union; any act which would make unequitable the collective-bargaining power of the union and management; any act by the employer which would do any of those things is an unfair labor practice and could be stopped, whether it was hiring individuals to break up the union, whether it was introducing work in the plant that would tend to break down the union, or any other act that would tend to interfere with the full right of association with the union and which would interfere with their power equally collectively to bargain with their employer. Isn't that your concept of the thing?

Mr. BASSETT. I am afraid it is not.

Mr. KERSTEN. In what respect is it not?

Mr. BASSETT. This is the first time, and it is possibly because I misunderstood your question, Mr. Kersten, but this is the first time in your whole analysis where I have disagreed with you.

The CHAIRMAN. In sitting back and listening to the question propounded, I would have to insert one point in there which I think Mr. Kersten meant to put in that you might not have gotten, and that goes to section 8 (a), the employer shall not commit or do this and that which would interfere with section 7.

In other words, it all goes on the theory of whether the employer has taken any step by which he has intentionally—and the intent, of course, would be derived from the act, just like sometimes a person might not be guilty of willful and wanton misconduct, but his recklessness will be given the intent of willfulness, whether or not it is done in that spirit; isn't that what you wished to put in?

Mr. KERSTEN. Whether it is willful, that would be included. Now, having in mind the simple proposition, I stated it quite elaborately and perhaps in too complicated a way, that any willful act upon the part of the employer, as the chairman has stated, that would tend to unequalize or render less potent the bargaining power of the union, the legitimate bargaining power of the union, which seeks to be equal with that of the employer. Do you conceive that an employer could do any such act, either in hiring, or in working conditions, or any other feature?

Mr. BASSETT. Well, I think, Mr. Kersten, we may be talking about the same thing, but the reason I could not go along with the form of your question before, and it may have been only a question of form, was this: Section 7 of the act guarantees to the employee his basic inalienable rights.

Section 8, clearly states that it is an unfair labor practice for the employer to interfere with those rights, the rights of equality, the freedom of bargaining, and all of the rights which you have just described in your question.

The employer, as you have inferred, cannot and should not interfere in any way with those rights so as to disturb them or the equality which you have described, with one exception. If any of the unfair labor practices you have set out have the effect of disturbing the power of the union, then to that extent the employer is limited.

Let me illustrate: Section 8 (a) (3) says that the employer commits an unfair labor practice where he discriminates against an employee either in hiring or tenure of employment because of his union or nonunion status.

The CHAIRMAN. That is, for the purpose of encouraging or discouraging membership in the union? Those are the exact words.

Mr. BASSETT. That is right. Now, if the union were to maintain a full power it would, for instance, have the right to insist upon a closed shop, let us say, the hiring of men through the union.

Section 8 (a) (3) prevents an employer from permitting that full power. It permits at the most a union shop.

Section 8 (b) (2), I believe it is, or (3), prevents a union from coercing the employer into doing that.

The CHAIRMAN. That would be (b) (1)—well, (b) (1), (2), and (3) are all joined together.

Mr. BASSETT. 1, 2, and 3, right. Therefore, there is that barrier where an employer, by force of the law itself, cannot retain in the union or in his agreements, for example, the full effect of section 7.

That is the reason I said "No." It was a qualified "no," you see.

Mr. KERSTEN. In other words, you mean that the law provides that the employer does the hiring, but my question to you is this: Do you think that this new law permits the employers to do anything that would interfere with the full freedom of collective bargaining on the part of the union, would interfere with their economic power so far as bargaining equally with the employer, would interfere with their full rights of organization, or any of the traditional legitimate union powers and prerogatives and self-organization? Do you think an employer could do anything under this law that would interfere with those things in the case of the union shop?

The CHAIRMAN. Your question——

Mr. KERSTEN. Willfully, of course.

The CHAIRMAN. And is involved, of course, in the question of the public, as to whether a contract that can be made between you would possibly injure the public in any way?

Mr. KERSTEN. The employees are part of the public, too. We are not considering they are trying to get something that would injure the public.

Mr. BASSETT. I would be glad to answer the question this way, Mr. Kersten: I do not think that an employer can willfully interfere with the rights you have described in any way, with the freedom of collective bargaining or any other right.

Mr. KERSTEN. Yes.

Mr. BASSETT. Except as the law requires or limits him in the unfair labor practice section.

Mr. KERSTEN. All right.

Mr. BASSETT. Which, let us say, is not an interference or except as a possible conspiracy with the union which might implicate the employer in a union commission of unfair labor practices.

Let me illustrate that latter: It is an unfair labor practice for a union to boycott secondarily; it is also a quasi-penal provision under the act.

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There is a possibility under Federal statute that connivance and conspiracy on the part of the union and the publisher to accomplish that purpose would implicate the publisher.

However, only to those two limited degrees, and I assume that neither one of them interferes with the full rights you are describing, does the employer have any right and it is not a right, it is a compulsion by law. Otherwise I agree with you, he cannot interfere willfully, directly or indirectly.

Mr. KERSTEN. All right, let's say an employer just busted right into a composing room here and insisted people that were experienced only in sweeping up floors, insisted that they be assigned to highly technical work under this clause that has been referred to as the right of assignment, do you think an employer would have a right to do so under this act?

Mr. BASSETT. You need more facts for that question.

Mr. KERSTEN. I am not speaking about good employers. I am speaking about a bad publisher that wanted to break the union. Do you think he could assign one that would tend to break up that union?

Mr. BASSETT. We will take your last question.

Mr. KERSTEN. Yes.

Mr. BASSETT. No, he cannot assign work for the purpose of breaking up the union.

Mr. KERSTEN. Well, if it had the effect of breaking up the union, do you think he could?

Mr. BASSETT. If his purpose was to break up the union and the effect of the act were to break up the union, I would say he could not.

Mr. KERSTEN. Do you think by introducing struck work into the plant he depressed the power of the union collectively to bargain, or he interfered with the organization of that union, do you think he would have the right to introduce that work?

Mr. BASSETT. There is only one possible complication there. Under normal conditions I would say that the law creates a question as to whether he would have that right.

I will go back to saying that I don't know the answer. I don't know that anybody knows it until a court passes on it.

There is a question whether introducing struck work would violate the rights under the act.

Mr. KERSTEN. I understand your answer there is uncertainty, but if the introduction of struck work——

Mr. BASSETT. Will you let me finish?

Mr. KERSTEN. I want you to get the precise point, if the introduction of struck work into the plant would in any way tend to interfere with the bargaining power of the union, do you think that the employer would have the right to introduce that struck work?

Mr. BASSETT. Well, I will answer it and then qualify it. I think he might have the right. Let me tell you why.

Mr. KERSTEN. Yes.

Mr. BASSETT. And incidentally, in telling you, let me say that it is something we are willing to take the risk on.

The reason I think he might have the right is, No. 1, and I am willing to assume your premise that section 7, the rights guaranteed, would be violated by such a provision for purposes of argument by such insistence, it is possible that the Federal law would hold as a conspiracy on the part of the employer any agreement directly or indirectly, or any withholding consciously, as a policy, such struck work from the composing room, where the law says that it is an unfair labor practice and a quasicrime for the union to so refuse to handle such work.

Let me point out, No. 2, that you had the same problem, Mr. Kersten, under the Wagner Act. Under the Wagner Act you had the same rights guaranteed.

Now, if it were a violation of those rights, and an unfair labor practice on the part of the employer to inject struck work under the Taft-Hartley Act, it would have been so under the Wagner Act, then the answer is "No." At least, I don't know of any superior court test on it. I do know that very few contracts with this or any other mechanical union in our business bars all struck work. Those clauses range all the way from barring certain limited kinds of unfair or struck work, all the way up to tight clauses.

I think the Chicago clause is about as complete and tight as most of them, and yet it does not bar all kinds of unfair or struck work.

Under the Wagner Act with the same provision it was not held to be, or it was not considered to be an unfair practice on the part of the employer to insist on some kind of work being performed, which the union would have called struck work. The only kind they could not insist upon was the kind they had contracted not to insist upon, and as I say, those contracts ranged up and down the line, so I am not so sure of your question. I don't know the answer.

Mr. KERSTEN. The object of Mr. Randolph and the object of the union officers here, and the various policies they have developed as is indicated by these references, is to preserve the integrity of the union and that objective is certainly a legitimate objective, isn't it, to preserve the integrity of the union?

Mr. BASSETT. As a general objective, yes, sir.

Mr. KERSTEN. It is a very proper and good objective.

Mr. BASSETT. Yes, sir.

Mr. KERSTEN. Mr. Randolph conceives the only way he can do that, apparently, is by retaining the old form of the closed shop? That is your understanding of his position, isn't it?

Mr. BASSETT. That is right.

Mr. KERSTEN. However, do you think—and I am just pointing this out to get your reaction to it—that a provision in a contract that might be entered into—and this is merely my own personal suggestion here to see how you would react to it, in view of your experience in this case—do you think a provision such as the following one would have any major objection to it, so far as the publishers are concerned:

> An agreement on the part of the employers not to hire anyone and not to use any work in the shop and not to assign work that would in any respect interfere with the full right of the employees to self-organization, or interfere with their maintenance of equality in collective bargaining or that would in any way tend to depress wages or working conditions, or that would interfere with their full freedom of association or organization.

Now, that would be the end of the provision, and I point out to you that in that provision I am using phrases that are taken partly from the act as to the rights of employees and union association.

Now, do you think that such a provision would be acceptable to the publishers?

Mr. BASSETT. I will have to give you two answers to that, Mr. Kersten.

In the first place I would certainly have to study it a little more, because not having seen or heard of it, or that approach before, it involves, as you have pointed out well, many ramifications of the statute, but secondly, I would think that if you added one other clause you might absolve any possible difficulties that would exist in it——

The CHAIRMAN. I know what you are going to suggest, but you always infer that everyone is going to follow the law, isn't that what you are going to suggest?

Mr. BASSETT. Well, I am inferring that, but for instance the gentlemen out here don't and the reading of these bulletins would indicate, and the technique would indicate, that the union does not always, you see.

My suggestion, as you have rightly guessed would be that while we would in writing such a clause give full consideration to the rights of the union and the employees, that this statute was written primarily in the interest of the public.

The CHAIRMAN. The individual employees?

Mr. BASSETT. The individual employees. But I assume that they are taken care of in Mr. Kersten's draft. That draft, if it were to protect the rights of the public, and the integrity of the law, I think could be much better defended, even though I do not attack it, by simply adding a provision "And as not in violation of any State or Federal statute."

Mr. KERSTEN. Certainly there could be no objection to that.

The CHAIRMAN. I figured that was what you were going to say because it passed through my own mind while he was saying it. I think that would have to be inferred, because what this law has tried to do—I believe you must have the picture of it—that it has given the employee something he has never had before. His rights before may have been closed by contract between the employer and the union. Now, the employee is given the right to determine whether his rights have been violated by contracts between the union and the employer, and he has the right to sue the employer, the union, or either of them, if his rights have been violated. He never had that right before.

Aside from that I see no difference in the rights under the act, and I think Mr. Kersten's suggestion sets out the law, and it sets it out in such terms that it is understandable, and whether you put that other clause in there or not, I don't think would make much difference. It is always safe for both sides to say with no intent on either side to violate any Federal or State law. I think that it is a safe provision.

Now, with that in there, what would your answer be?

Mr. BASSETT. Again, I would have to study it. It is the first time I have seen it.

The CHAIRMAN. I cannot blame you for that, and I believed Mr. Randolph, as a man who has also had legal training, would give the very same answer. It is just a suggestion.

We are not here for the purpose of asking you to put anything into the contract. We are here trying to find out whether what we classify as interpretations of the law, if they are put into a contract bodily, might not take care of the situation.

Mr. BASSETT. I would like to interpose at this time, however, while we are having this friendly exchange of questions and answers, if you gentlemen would not mind, and only for the purpose of clarifying what I think may be a misapprehension if I interpret some of the pleasures out here correctly, I realize it is rather irregular procedure to ask questions but——

The CHAIRMAN. And we reserve the right as to whether we will answer questions or not.

Mr. BASSETT. Let me start this way: The other day, last week, I think there were some impressions gathered here by the very intricate exchange of questions and answers between the committee and witnesses that possibly Mr. Randolph was wrong and the publishers were wrong and their attorneys were wrong, in taking the position that the law, the Taft-Hartley law, outlawed the closed shop, as such.

The CHAIRMAN. You are using a bad word. By using that word "outlawed" and "the closed shop," you are using two terms that are not in the act. That is where the confusion came about.

Mr. BASSETT. That is right.

I think this morning we agreed, and the misapprehension among the spectators, let us say, was cleared up, and that of some of the participants, when we agreed that under the statute it had been made an unfair labor practice to continue what has been commonly known as the closed shop, as such.

The CHAIRMAN. I think that would be a good statement.

Mr. BASSETT. Yes. Now, I am getting the impression here, and I am sure that Mr. Kersten did not intend to give it, but I am getting the impression that some people here, possibly some of our own folks have gotten the impression, that because of Mr. Kersten's dwelling upon the rights guaranteed in section 7 of the statute, that Mr. Randolph's analysis of the act, and our analysis of the act, and the analysis of our lawyers, both of us, is incorrect, that because section 7 is the general overriding section it may be permissible for us to turn down any conditions any nonunion applicant for membership, or that it may be perfectly proper for us to refuse to enter into a struck-work agreement, and when I say "us" I mean the union as well as ourselves, and perfectly proper for the two of us to contract that the union shall have exclusive control over its jurisdiction.

Now, my question simply is this, and I want to clarify the record to that extent if you gentlemen don't mind.

You do not intend to infer, do you, that it is permissible under this law to contract directly or indirectly to give the union exclusive jurisdictional control, exclusive of the rights of the NLRB or of other unions, or to contract that in any event they shall have the right to refuse to handle struck work, which is a secondary boycott, or in any event to contract that there will never be any but union men hired in these composing rooms?

The CHAIRMAN. Well, you have asked a triple question and I can say to you in answer to it, it was certainly the intent of the act that no workman shall ever be made a slave, that no workman shall ever have any of his rights to bargain taken away without his consent, that no agreement can be entered into between an employer and the union whereby a man who is otherwise qualified is not going to be able to continue his work.

And if you will read the provision of various sections here, you will see where it says in 8 (b) (1):

> It shall be an unfair labor practice for a labor organization or its agents—
> (1) To restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7.

Now, that is your general statement.

Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (B) an employer in the section of his representatives for the purposes of collective bargaining or the adjustment of grievances.

When you go back to 8 (a) (3) you find a proviso:

That no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has no reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members.

So it goes right back to the union and the employers themselves under the act to be fair and the determination rests on whether there is an intent, as Mr. Kersten tried to bring out, on the part of an employer to discriminate, that is, to encourage or discourage membership in a labor union, for if there is an intent on the part of the union or one man, as the case might be, to rule the lives of other men, then it is a violation also.

Mr. BASSETT. Mr. Chairman, I have seen nothing here nor have I heard anything in all of the positions taken by the publishers to indicate that all of these fundamental general rights are not preserved to the union and to the employee.

I think, speaking personally again, in looking at this statute that it does preserve to them rights which they are completely overlooking in their battle.

The CHAIRMAN. It would appear so.

Mr. BASSETT. I think they are completely overlooking the fundamental Magna Carta which has been continued for them. What is more important, however, is that both sides in this picture in Chicago have reached, what we have all been advised, a perfectly legal position, but although these fundamental rights are preserved, it must not be overlooked that there are some restrictions imposed both upon the employers and the unions.

The CHAIRMAN. I believe that is correct.

Mr. BASSETT. Yes.

Now, I think the impression that may have been gotten here, and I know that you gentlemen do not want to leave it, but if I interpret the sense correctly it is there, that these over-all general rights provided for in the statute intends to leave in this picture complete freedom to permit these three conditions, closed shop, struck work, and jurisdictional control in the union.

The CHAIRMAN. I don't see how you can get that interpretation——

Mr. BASSETT. I am sure it is not there, and I am sure you feel that way.

Mr. KERSTEN. Mr. Bassett, you have put that question several times and I think it has been directed to what Mr. Owens and I have questioned and whatever I state is my understanding of the act, and it is personal and not officially. I would not be in a position to interpret that act officially.

But certainly my question to you, or my series of questions to you indicated my own understanding of this act, and it is very clear, so far as I am concerned, that no employer may hire a man and put him into that union, or no employer may interject work into a plant, or no employer may so manipulate the assignments of work in a plant, if those acts in any way jeopardize the legitimate power of the union, if they would tend to unbalance the bargaining power of that union with the employer.

In most cases such practices, in my opinion, would—and that is merely personal—willful intent—but if any of those acts interfered with the integrity of the union, in my humble opinion, my personal opinion, it is very clear that such acts can be stopped under this act with the explicit language making it an unfair labor practice on the part of an employer.

Mr. BASSETT. I think that is very clear and safe to say. On the other hand, to get it both ways, section 8 (b) certainly sets out the unfair labor practices for the labor organization. Sections 8 (b) (1), (2), (3), (4), (5), and (6) sets out clearly the unfair labor practices for the labor organizations.

I think between the two it shows that the rights of the employees are to be protected, and I don't believe there is anything that Mr. Kersten has asked that would give the impression that there is a right to violate section 8 (a) (3), which says:

It shall be an unfair labor practice for an employer by discrimination in regard to hire or tenture of employment or any term or condition of employment to encourage or discourage membership in any labor organization.

Then when you go on to section 8 (b) (2) where it says:

It shall be an unfair labor practice for a labor organization or its agents to cause or attempt to cause an employer to discriminate against an employee, or to discriminate against an employee with respect to whom membership in such organization has been denied or terminated on some ground other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

I believe that is pretty clear; those statements are very clear.

Mr. BASSETT. Well, now may I summarize it for you later on? Well, do I understand that we are in agreement on this? No. 1, that the employer may not willfully for the purpose of interfering with the rights of employees of the union, hire an employee to disrupt the union, inject struck work in the plant, or juggle jurisdiction over certain types of work for the purpose of disrupting the union?

The CHAIRMAN. I would say that would be a fair interpretation of the act, wouldn't you?

Mr. BASSETT. I would think so.

(2) Don't we also have an agreement, and this is from an employer's point of view, that it is an unfair labor practice for the union to take coercive action for the purpose of securing jurisdiction which has legitimately been assigned, and I used the word "legitimately" advisedly to another craft or group under 8 (b) (4) (D).

The CHAIRMAN. I think the act specifically says that, doesn't it?

Mr. BASSETT. Right. And isn't it an unfair labor practice for the union to coerce the employer by rejecting, let us say, struck work, or in other words carrying out a secondary boycott, and likewise a violation of section 303 to do so? And isn't it an unfair labor practice——

The CHAIRMAN. You mean, provided that the work has been brought in in accordance with the law?

Mr. BASSETT. Yes; of course. And isn't it an unfair labor practice for the employer to refuse to hire a nonunion man where all other elements are equal for the sole reason that he is a nonunion man, and an unfair labor practice for the union to coerce the employer to take that step. What I am getting at in that question is this——

Mr. KERSTEN. There are three or four things.

The CHAIRMAN. What I heard here is a statement of the same things I have read.

Mr. BASSETT. Exactly, that is right. In other words, Mr. Chairman, we don't want a misapprehension of the law and neither side wants to carry out a fight where we both agree upon the interpretation of the law, if it may be wrong.

We agree with you that the employer cannot take the steps described by Mr. Kersten. I am just checking ourselves to be sure that you gentlemen who wrote the law agree with us that what is commonly known as the closed shop cannot be operated or agreed to; that jurisdiction cannot be coerced away from another union or another group by the union, and that the union cannot—I say cannot, but I mean it is illegal to conduct a secondary boycott against otherwise legitimate work.

The CHAIRMAN. The law specifically says so, doesn't it?

Mr. BASSETT. I think it says so. I just wanted to get that straight.

The CHAIRMAN. Don't you say so?

Mr. KERSTEN. It specifically says so, but in a proper understanding of that, Mr. Bassett, it is my own personal opinion, and it is very clear to me, and my interpretation is, that an employer may hire a nonunion man who may subsequently become a union man in a union shop, but he may not hire a man that would tend to in any way disrupt that union. He may not hire an incompetent man, he may not hire a man that is inimical to that union; he may not hire a strike breaker, or a Communist, or anyone else other than somebody who would assist and encourage in the maintenance of that union, because that is the policy of this act.

Mr. BASSETT. Under the union shop?

Mr. KERSTEN. Yes, under the union shop.

Mr. BASSETT. Yes.

Mr. KERSTEN. And similarly, he may not do any other thing while he has the power to assign work. The employer under this act has not the power to so assign it so as to disrupt that union in any way.

Mr. BASSETT. I think we are in complete agreement. In other words there are possible violations, here, possible illegal acts on the part of both of us surrounding the three areas that we are discussing.

Mr. KERSTEN. That is the reason that I have put the question to you before as to whether or not the provisions whereby an employer agreed not to use work or assign work or to hire anyone in the plant that would in any respect interfere with any of these rights that I have set out. Do you know whether or not that would be acceptable to the publishers?

Mr. BASSETT. I would say this——

The CHAIRMAN. Willful is to be construed in there.

Mr. BASSETT. Yes; we would be more than pleased to take that draft and give it our very best consideration in the interest of thinking that maybe that could be an answer to the union here. The problem created is not our problem. The problem created here is the mental state which the international union has gotten itself into, and if that would be acceptable to them, following which a full legal and normal contract would be entered into, then I think that would solve the problem.

The CHAIRMAN. From what you read this morning, if it appears—and I hate to say it—that local 16 is being made, and I use the expression a "guinea pig," for what is going to take place in other parts of the Nation, I would be one of the first to object, having the interest of those employees at heart. You have a problem here to solve, so let it be solved here. That is my thought about the matter.

Is there anything further you have to say?

Mr. BASSETT. I have about 5 minutes more that I would like to take. I would be glad to do it now or after lunch.

The CHAIRMAN. That will fit in right here. We intend to adjourn in about 7 or 8 minutes.

Mr. BASSETT. At the time that we stopped for our questions here. I was describing the illegalities as we saw them in the P–6 (a) contract, to demonstrate why Mr. Randolph so correctly stated we could not accept it and we had to reject it for the very reasons that he knew. Subsequent to that there has been this additional bulletin issued and I think it bears on the problem. It says that he is—it is a letter from Mr. Randolph under date of October 7, and he says that he is summing up the three proposals, the conditions of employment, the short-term conditions, and P–6 (a). In it he says:

As to conditions-of-employment form, scale-negotiating committees will bargain with the employer to determine whether or not the employer will meet the requirements of the union as expressed by the membership in general terms. No definite commitments on any single provision or section of any proposal of employers, or contained in any expired agreement should be made. Negotiating procedures will be for the scale-negotiating committee to draw from the employer a figure, and other conditions which will not be resisted to the extent of a lock-out.

You see, no bargaining, but drawing from them.

If such estimate of the agreement is agreeable to the union, then the conditions and the provisions in the conditions of employment shall be filled in or pasted to the printed form. This filled-in form shall be first sent to the president of the ITU for review and for approval. Give full description of all local efforts and attitude. When it is returned to the officers of the local union, it will be presented to the union for final adoption, and if adopted without change, it will be ready for presentation to the employers as the conditions under which members of the union will accept employment—

and now as to its contract he says—

if the employer and his legal advisers insist on a contract you are prepared for that by immediately agreeing to negotiate, *bargain collectively* for a contract, that both parties will sign if agreed upon.

The union can in regular fashion adopt proposals to be submitted to the employer on the enclosed Form P–6 (a).

That is the only contract possible here.

The right to terminate after 60 days' notice is absolutely essential to the union when signed contracts are made.

As to the short form which covers only economic conditions, short-form conditions of employment, he says:

NOTE.—The short form is reduced to a minimum, and is subject to withdrawal at any time, and is to be used pending the conclusions of collective bargaining.

Finally, he says:

The reason the short form is prepared for use is that any strike or lock-out will be purely an economic affair. Any strike or lock-out will be purely an economic affair uncomplicated by Denham himself.

Summarizing, gentlemen—and I could quote from the transcript of last week, but time is running short—he has said the same thing. The strategy for freezing in our composing room are the three illegal conditions—the closed shop, the unlimited right of jurisdictional determination, and the right to refuse to handle struck work under any conditions as to have either no contract or a 60-day termination which leaves them with no contract. So as stated in this last quote, they can call an economic strike by using their imagination—fantastic wage demands. Why? Not for the purpose of getting the money, Mr. Chairman, because that, if agreed to, still would not solve the problem of the nonunion man or the struck-work situation. It would be for the sole purpose of forcing us to eliminate that condition and violate the struck-work situation and then having accomplished the illegal purpose, going back to work, money or no money.

The second bit of strategy is to throw the responsibility over on us as demonstrated to you under P–6 (a), and thirdly, to claim they are bargaining in good faith.

I won't burden you with very much that would be a rather damaging analysis of what is bargaining in good faith. Why have they always used that phraseology in these bulletins in terms of quotations?

> We will negotiate and bargain in good faith.

Why have they talked really about accepting the proposal but never agreeing to it; never talking about it? Because, gentlemen, a no-contract policy says no contract and the only contract offered is the 60-day thing which is not a contract, which is illegal and which cannot be accepted and which the ITU said it would not be and knowing for good reasons that it could not be.

The CHAIRMAN. Could you picture in your publications here in Chicago during the course of a year how many steps could be taken by the publishers that would be damaging to the union?

Mr. BASSETT. Mr. Chairman, it seems to us as we look over this whole problem that this phantasy of destroying or damaging the union is just exactly that.

The CHAIRMAN. I happen to agree with that part of it.

Mr. BASSETT. What we have not done before the Taft-Hartley Act and because of our previous relationships, we do not intend to and would not do subsequent to it, and there is no condition that we can think of that would prohibit this union from living as successfully in the future as it has in the past with us.

On this question of bargaining, great comfort is taken from section 8 (d) that no proposal need be accepted or that no agreement need be entered into. That is completely unmindful of the provision that where there is collective bargaining in effect or has been in effect the parties must meet and negotiate for the purpose of reaching an agreement. A condition under 8 (d) which they have not offered to do, except in this abortive P–6 (a), and cannot do because their policy says they cannot have a contract because it prohibits them from having a contract. To that extent, gentlemen, all of this sham talk, discussions, negotiations, or bargaining in good faith, is something that is pure conversation to technically comply with the words of the statutes whereas in reality we all know that collective bargaining requires the parties to sit across the table from each other with an open mind and a willingness to reach an agreement, and if an agreement is reached, a willingness to reduce it to writing as the statute says.

That has been made impossible by their own policy and certainly it is not deluding us nor anybody else in this picture. Why are not wages an issue here?

The CHAIRMAN. All right, go ahead.

Mr. BASSETT. I have demonstrated, I believe, why the issue is the Taft-Hartley Act or the lack of existence of a contract. In the first place wages have never been bargained for here, gentlemen. It was not the issue for this strike. If those wages were granted today, the wages that they have demanded, they would still not grant a contract here. The record is quite clear on that.

If before the strike, gentlemen, we had offered to pay those wages on that 8-hour notice we had before the strike began, or whatever it was—if we had offered to pay them conditional upon a contract going into effect, they would have struck anyway because they would not have granted the contract. In other words, that had to be the issue.

The time spent in discussing wages here, gentlemen, was about 1½ minutes, and the time spent in discussing it in Mr. Randolph's speech of December 22 was infinitesimal because the whole attack has been around the question of a contract which they won't have under the law. They turned down all of our proposals on the contract. Why? Not with any reference to any money whatsoever in all of this negotiation that we have conducted. When Mr. Randolph said to us last week that the issue now is wages, please pay attention to the word "now" because now is what he was talking about in his bulletin. He has got his strike and now he seeks to make it an economic issue or a wage issue, whereas in reality the question was, Why did they strike at all?

The issue, then, was a contract and not wages; and the issue still is that.

When Mr. Randolph said again last week, and I am quoting him I think pretty substantially:

> We could have granted an increase in wages and tried to work out a contract. We could still be trying to work out of the maze created by the law.

"So what?" he says. What he means is what he said in his bulletin, that having been given the money, they would prolong the discussion until hell froze over or until the law was amended to his liking, but there would be no contract. There is no delusion about this. There is a lot of camouflage, but it is quite clear.

What do the publishers want? And this will take just about 1 minute. We have indicated to these gentlemen time and time again that we are not in any sense trying to break their union. Mr. Randolph has told us that we are not among the minority concerning whom he has fears. Gentlemen, we want just three things. We want the security of an agreement covering all issues, an agreement for a normal full term.

The CHAIRMAN. As you have had in the past?

Mr. BASSETT. Yes; as we have had in the past, and the least of which, in this industry, and in Chicago has been 1 year and many of them going for 3, 5, and 10 years.

We want the security of a contract so we will know what our costs are going to be in the coming years, so we can base our contracts on them.

We want the security of knowing that the disputes and grievances which arise in our normal relationships from day to day are going to be settled upon an agreed-up grievance procedure and arbitration proceeding which is customary in an old contract, and which will prevent work stoppages, which is one of the intents of the statutes and one of the intents of the businessman in this business.

We want to settle disputes in a peaceful way without impinging on the public interests or the rights and welfare of the worker or the rights and welfare of the employer. We want and ask only that security.

We ask for a document which can only be a contract which provides for the mutual responsibilities of these parties to each other, not an arrangement by which we give our full responsibility to economic improvement, wages, and other conditions, and no reciprocal responsibility for them.

There is a mutual obligation in labor relations, Mr. Chairman, which you are better aware of than I, I know, and we want to preserve it here.

No union is worth a damn unless it gives responsibility, and no employer is worth a damn unless he will give an equal responsibility to the problems of the employees. The collective-bargaining agreement is the document and the medium by which that is achieved.

Lastly, sir, we insist and we want a complete respect for and observance of any law whether people agree with it or not, whether it is to be amended or not; any law passed by the Congress of the United States.

Mr. KERSTEN. You say that you are desirous of securing primarily security of working conditions for a year as one of the prime requisites?

Mr. BASSETT. Yes.

Mr. KERSTEN. And you are desirous of a mutually responsible contract?

Mr. BASSETT. Yes.

Mr. KERSTEN. That is an entirely legitimate objective, in my personal opinion. Likewise the union wants security against the invasion into it by any bad publishers that might seek to break them up. And you can see that that is a legitimate objective?

Mr. BASSETT. Yes.

Mr. KERSTEN. Both parties want security. So I again ask you to consider a provision which would give them security under any of these kinds of invasions; and in addition to that I might state I believe this law very definitely does that but it is not fully comprehended by some of the union labor leaders in this country.

Mr. BASSETT. Mr. Chairman, may I just respond to that in this way? We not only want to but we will incorporate into any agreement which gives us the security we feel we need, every and any legal provision which the law permits giving the union all of the security it needs.

We will not enter into agreements under the table to violate the law. We will do anything which can be done under the law to protect the union in the legitimate security which it wants. We are doing that with every other craft that we deal with, numbering 105 A. F. of L. international unions. We are doing that with 104 of them. All of the CIO unions are doing that. We are here to tell you, sir, that we

appreciate your efforts and suggestions and we will incorporate into this agreement every legal security we can give this union on these issues.

The CHAIRMAN. Mr. Bassett, your statements have been sincere and frank and not deceptive in any way, in my opinion. I abhor deception, and I hope I won't have occasion to have to report to the committee that I found it anywhere on this record. Your statement has been very fine and you have been very helpful to me and the committee.

We will now adjourn until 2:30 p. m.

(Whereupon, at 12:50 p. m., the hearing in the above entitled matter was adjourned to 2:30 p. m.)

AFTERNOON SESSION

The CHAIRMAN. The hearing will come to order.

Congressman Kersten has been called to Wisconsin. He had to go right back and he will not be here this afternoon, so I will carry on in his absence.

Mr. Girard, will you come forward, please?

STATEMENT BY A. J. GIRARD, VICE PRESIDENT OF LOCAL 16

The CHAIRMAN. Will you state your name, please?

Mr. GIRARD. A. J. Girard.

The CHAIRMAN. And where do you live, Mr. Girard?

Mr. GIRARD. 1626 Lunt Avenue.

The CHAIRMAN. What is your business or occupation?

Mr. GIRARD. Well, at the present time I am vice president of No. 16, and a member of the negotiating committee.

The CHAIRMAN. How long have you been in that position, Mr. Girard?

Mr. GIRARD. Since June of 1947.

The CHAIRMAN. And what was your work before that time?

Mr. GIRARD. I am a linotype machinist employed on the Herald-American.

The CHAIRMAN. And how long were you with them?

Mr. GIRARD. Since 1922.

The CHAIRMAN. That is quite a few years, isn't it?

Mr. GIRARD. Yes.

The CHAIRMAN. And during the time you were on the negotiating committee, you became fully familiar with everything that took place there, did you?

Mr. GIRARD. Yes, sir.

The CHAIRMAN. At this time I would like to have you make a statement of what you recall that occurred, that is, the position of the union, what was said by the publishers and if you have occasion to have any exhibits you want to introduce, do so, or if there is any of the testimony you have heard up to this time that you wish to comment upon, or correct, do that also.

Just go ahead and proceed with your statement.

Mr. GIRARD. Mr. Congressman, I would like to preface my statements with a question. I would like to know the purpose of these hearings, whether it is to determine what the difficulty is between the publishers and the union, whether it is to accuse the union of wanting

to violate the law, or if it is whether or not they want to know what they think of the law?

Now, there seems to be considerable doubt in my mind, from the evidence that has been presented here, or from the talks, and I believe it would expedite it if I knew just what the purpose of this hearing is.

The CHAIRMAN. The reason you may ask the last question is because I made some statement at the time Mr. Randolph was testifying about conclusions. I don't mind your making any conclusions which are based upon certain facts that you make. You may state certain facts and you will say, "I deduce from those facts certain things."

The conclusions I mentioned at the time when general charges were made as to what the law constituted, and so forth, and I said I objected, or did not agree with certain conclusions, that I would rather have them based upon facts, and let us determine that, and for that reason you can say what you want about the law, and there is nothing I can say, as Congressman, I suppose, except to listen to you. It will have to be determined later on whether the law is good or bad, or in between.

Our purpose in coming here I mentioned—were you here when I opened the hearing?

Mr. GIRARD. I believe I was.

The CHAIRMAN. I mentioned at that time that I did not want to interfere with your strike. We believe that everyone has a right to strike, if they feel it is necessary. We are not here to try to interfere with the settlement of your case in any way. You can settle that.

However, we are here to find out just what caused this, what we would call an impasse, to cause you to come to a standstill, why the men went out, what the law might have had to do with that, and what I may recommend, or what the committee might recommend upon our return to the whole committee with respect to the law itself.

Of course, we can only do that by getting your statements, and by asking you questions to ascertain whether there has been any misinterpretation, or what we might think is a misinterpretation of the law, keeping in mind in Congress what we might think is not a proper interpretation of the law, and the courts may some day construe to be proper interpretation.

I would say that is our main purpose, though, and, of course, in order to know what has taken place we have to have a sincere statement of the facts. I say, "sincere" and I mean giving us the real solid reasons for why these things are done. We want no deception.

So far in this hearing I have the feeling, personally, I will say, as I cannot speak for Mr. Kersten, that we have not been given the entire picture. I would like to get that picture, get it truthfully and straightforwardly, and have you tell us the reason this has taken place, so that we will be in a better position to determine just what is wrong.

Mr. GIRARD. Well, we have had President Pilch, and International President Randolph, who have given you a very clear picture of the position the ITU and No. 16 find themselves in today. I don't have to delve into the history of the ITU.

The ITU has been and is the leading labor organization in the country, if not the world, and definitely the most democratic labor organization in the world. That is for sure.

There have been remarks made that would indicate that the ITU and No. 16, in dealing with the employers, have been trying to evade the law.

The CHAIRMAN. I might say to you right now, you are mentioning the ITU and No. 16——

Mr. GIRARD. ITU and No. 16.

The CHAIRMAN. And No. 16. So far there has been a picture drawn here from the testimony which would indicate that No. 16 did not have much local autonomy with respect to deciding these questions that have been before you.

I would now like to have you give me the picture as to whether or not that is correct.

Mr. GIRARD. Congressman Owens, there is hardly anything more that I could say. Apparently the publishers' representatives have been reading our mail and they have given you their version of what they say we said.

Now, so far as local No. 16 having local autonomy, all subordinate unions of the international union have local autonomy. We, as a local, negotiate our own scales.

It so happens that I have been on the negotiating committee for several years now and this is the third negotiation I have been in, and at all times the local committee has negotiated the scale under which members of No. 16 have been working.

I have been fortunate in the last couple of years, in at least the last two contracts, which I believe were a couple of the finest contracts that have ever been written in the history of No. 16, perhaps due to conditions, but whatever the reason, the contracts were good ones.

The contracts were written. They were negotiated by the local negotiating committee, and with the assistance later on in the negotiations of the international officers and President Randolph who came in and offered his advice.

The CHAIRMAN. Did you have any statements in advance as to what you should do, or what kind of contract you should sign, as was testified to here this morning.

Mr. GIRARD. At the time we drafted this proposal there was no such thing as the Taft-Hartley Act. It was going through both Houses, but at the time of this proposal, according to the provisions of the expiring contract, either party who wanted to could effect changes in the existing proposal—serve notice on the other party of 90 days if they wished to open the contract.

The CHAIRMAN. I did not mean that. I meant, prior to your making these last two contracts.

Mr. GIRARD. Oh, prior to the last two?

The CHAIRMAN. Prior to the last two, were you told in advance by the international what you were to place in those contracts, or what type of contract you were to submit, as was testified to here this morning?

Mr. GIRARD. The only place that the international entered into the picture at all was that any proposal submitted by the local must conform to ITU law.

The CHAIRMAN. That is all that was told you before?

Mr. GIRARD. That is right.

The CHAIRMAN. Prior to this contract?

Mr. GIRARD. That is right.

The CHAIRMAN. So this is the first time, then, that you were told exactly what you were to do with respect to a contract; is that right?

Mr. GIRARD. Well, I would not say that we were told what to do.

The CHAIRMAN. Well, I mean, that is my conclusion after the testimony I heard this morning.

Mr. GIRARD. We went into negotiations as in the past, 30 days before—or 90 days before the expiration date of the contract we served notice on the publishers that we wished to open; according to the provisions of the contract, both parties would meet within 10 days after serving said notice, after which meeting the party upon whom notice had been served had 35 days to come back with a counterproposal.

As a rule, in past negotiations, the full 30 days were not taken. We went into negotiations soon after the tenth day or after the first meeting, which was 10 days after the notification.

The CHAIRMAN. Yes. There was some testimony—I think Mr. Pilch mentioned that you would sometimes have four or five meetings, and you would have it concluded by that time; is that right?

Mr. GIRARD. Concluded?

The CHAIRMAN. Yes, prior to this time you would probably have four or five meetings after the 10-day period elapsed, and you would conclude your contract.

Mr. GIRARD. I don't believe Mr. Pilch made that statement, because we have gone as high as 20, 24, and 28 meetings before we have finally arrived at the conclusion, that is for sure.

The CHAIRMAN. You were meeting practically every day for a month?

Mr. GIRARD. We were meeting twice, and sometimes 3 days a week, until the expiration date, and even past the expiration date, because it was very seldom we reached an agreement prior to the expiration date.

The CHAIRMAN. I see, you have had good strong negotiations each time, then?

Mr. GIRARD. That is right.

The CHAIRMAN. Go ahead, Mr. Girard.

Mr. GIRARD. At this particular time, after serving the 90-day notice, of course, the Taft-Hartley Act was enacted.

The CHAIRMAN. That was enacted, that became law in——

Mr. GIRARD. In June.

The CHAIRMAN. June 23.

Mr. GIRARD. That is right. So prior to, let's see, June—well, anyway it changed the picture so far as we were concerned.

We went in, we served the notice, and we asked for a meeting to explore the possibilities of arriving at a settlement that would be equitable to both parties.

The CHAIRMAN. Why did you say the law changed the picture? What would be your reason for saying that?

Mr. GIRARD. Well, prior to this time we did not have to contend with the law and the many provisions in the law. In order to explore the possibilities of arriving at a settlement at that particular time, as in the past, we did not submit a formal proposal. We arranged meetings.

The CHAIRMAN. You say that was because of the law. Well, what part of the law would you say it was that caused you to do that, as a local, now?

Mr. GIRARD. At that time the law was not even in print, so far as we knew. We did not know what was in it. In fact, there are a lot of us who don't know what is in it now.

The CHAIRMAN. Well, from the letters I have received, many of your members knew quite a lot about what was in it.

Mr. GIRARD. As a result, meetings were arranged to explore and find out just how the thing applied to the union and the contracts that we had with the publishers.

The CHAIRMAN. That was between June 23 and July 21?

Mr. GIRARD. No; it was after—let me get my dates, let's see. No, that was after July 21, when we served the original 90-day notice.

The CHAIRMAN. I mean, you decided after the passage of the law on June 23 that it would change your previous procedure?

Mr. GIRARD. We did not.

The CHAIRMAN. What brought you to that decision?

Mr. GIRARD. Well, probably from reading the newspapers. The newspapers, of course, have given the law considerable publicity, and in it, why, in that publicity was enough to create a doubt in our minds as to just what the picture was going to be so far as our procedure was going to be.

The CHAIRMAN. You say reading the newspapers created that doubt in your mind.

Mr. GIRARD. Well, they tell the truth. They tell everything. They printed the law. They told what was in it, what the law amounted to, what it was going to do, and how it was going to affect contracts.

The CHAIRMAN. What particular statement do you recall that stated that?

Mr. GIRARD. Offhand I cannot recall anything.

The CHAIRMAN. You said the newspapers made some statements that made you feel that your rights were different than before?

Mr. GIRARD. I would say "Yes."

The CHAIRMAN. Well, then, you must recall what they were.

Mr. GIRARD. Well, offhand I could not, Mr. Owens, state just what the particular statement was, but you know as well as I do that everybody, especially labor, was wrought up by this act, and we had to know definitely what was in it before we could make any commitments.

The CHAIRMAN. Well, when you say "We," whom do you mean?

Mr. GIRARD. The union, of course. "We" means the union, always.

The CHAIRMAN. You mean——

Mr. GIRARD. "We" means the union at all times.

The CHAIRMAN. You mean the leaders of local 16?

Mr. GIRARD. I would say so; yes.

The CHAIRMAN. And you are vice president of local 16, are you?

Mr. GIRARD. That is right.

The CHAIRMAN. What did you conclude from the law would have to be done that was different than before, Mr. Girard?

Mr. GIRARD. Well, at that time I did not reach any conclusion. It was after we got a copy of it and read it and digested it, and burned plenty of midnight oil trying to understand it—and I wish I understood it now, because from what was said around here this morning I don't believe there are many of us who do understand it, because there

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are too many different ideas as to what it does mean—but after reading it and digesting it, it appeared that we, the union, would not be able to operate as it had for the past 96 years, you might say.

The CHAIRMAN. Now, that is a pretty broad statement, Mr. Girard. Just what specific thing do you mean? What do you mean specifically? Give me a statement of facts.

Mr. GIRARD. Well, I will put it this way: Rather than get involved in something that we did not understand, we decided or thought that it would be a good idea to go along—I will take that back.

First of all, we tried to arrive at a settlement prior to August 22, put it that way.

The CHAIRMAN. Well, I meant that was a pretty good statement that you made before, and I think it often is the difficulty when persons do not understand a certain thing they are inclined to distrust it and doubt it. I think that is a good statement.

Mr. GIRARD. That is for sure.

The CHAIRMAN. And what I wanted to know, before you got to August 22, or even to July 21, what made you feel that you had to change from previous procedure? What particular part of the act was it that bothered you, that made you feel that way?

Mr. GIRARD. Well, Congressman Owens, on the effective date of the act there were several provisions that went into effect immediately. We also knew that on August 22 the act became effective, and at that time we could have been able to continue or to renew, extend, or draft a new contract as we had in the past, containing practically all the provisions that we had enjoyed in the past, had there been a settlement arrived at prior to August 22.

The CHAIRMAN. In other words, you felt that the contract could have been renewed for a year. Whether you violated any part would just be a matter for the courts to determine; is that right?

Mr. GIRARD. That is right.

The CHAIRMAN. All right, that is fine. Now, what next did you feel was wrong with the act?

Mr. GIRARD. Well, until then we did not think there was anything wrong with it much, because we had an idea that it was highly possible that we could effect a settlement prior to the effective date of August 22. We held several meetings——

The CHAIRMAN. Well, did you present a proposal upon that basis?

Mr. GIRARD. Did we present a proposal?

The CHAIRMAN. Yes, just like you had always done for a contract for a year?

Mr. GIRARD. Not at that time, we did not.

The CHAIRMAN. Well, why didn't you do that?

Mr. GIRARD. We presented for the information of the publishers what had previously been adopted by the members of No. 16, in order to give them an idea——

The CHAIRMAN. Why did you change your procedure?

Mr. GIRARD. Well, as I say, we were not thoroughly familiar with what was in that book, and until such time—we had to be sure of what we were doing——

The CHAIRMAN. You said that you felt certain that you could renew the contract for another year and go along just as you had done before except, possibly for, say, a change in wage scale or something of that kind. Now, that being true, why didn't you submit the proposal just as you had always done?

Mr. GIRARD. Because of the change in circumstances we asked that across the bargaining table we should get proposals from the other side, which we had not received as in the past, and from that we could finally arrive at a settlement that would become effective as of the 22d of August.

The CHAIRMAN. But that is not how you proceeded in other years, is it?

Mr. GIRARD. No, it is not.

The CHAIRMAN. What is the real reason you did not proceed in the same way?

Mr. GIRARD. The real reason is that we did not understand what we were up against, and we had to know before we committed ourselves.

The CHAIRMAN. The testimony given this morning was to the effect that you received communications from the international telling you what to do or what not to do. Were those correct statements?

Mr. GIRARD. They read them to you. They were read here on two different occasions. Communications that were sent out by the international advising what procedure they suggested we might follow.

The CHAIRMAN. Then you were not, as local 16, moving in the same way that local 16 had always moved before under its own autonomous right, were you?

Mr. GIRARD. I believe we were. We were, for this reason, not being legal men, not being lawyers——

The CHAIRMAN. That is probably a good thing for you then.

Mr. GIRARD (continuing). And not being versed in the law, we had to follow the advice of people who were familiar with the situation.

The CHAIRMAN. Well, that is what I mean. That is what I was trying to get to.

Mr. GIRARD. That is right.

The CHAIRMAN. In other words, you did follow the advice of someone who was interpreting the law for you. Do you have a lawyer of your own?

Mr. GIRARD. Locally, no.

The CHAIRMAN. So you had to depend upon your international for the advice in that respect?

Mr. GIRARD. I would say "Yes."

The CHAIRMAN. Then you were depending upon those statements which you received from Mr. Randolph with respect to the interpretation of the law?

Mr. GIRARD. To a certain extent.

The CHAIRMAN. Yes. Well, go ahead.

Mr. GIRARD (continuing). Because we still locally have now, and had before, the right to go ahead and effect any settlement we deemed adequate for Chicago.

The CHAIRMAN. You see what I am trying to get at——

Mr. GIRARD. You understand that we are negotiating for Chicago alone, and not the rest of the Nation or the country or the jurisdiction. We are negotiating for Chicago.

The CHAIRMAN. That is exactly what I was trying to arrive at, as to whether or not you were doing that thing on your own here and moving to negotiate for your men and thinking of their interests,

or whether you were just following what you were told to do by the international?

Mr. GIRARD. No, no, no; that is something, of course, that has been inferred, that perhaps we are on an industry-wide bargaining basis, and there is nothing further from the truth than that.

Each local, each local scale, is determined strictly on the local conditions. At no time has the international ever stepped in and said this or that or that is going in your contract. The only thing that the international is interested in is that laws regulating our internal affairs are lived up to and fulfilled, not local conditions such as wages, hours, working conditions, and so on and so forth. That is strictly up to the local to determine, and those figures, of course, are based on your Bureau of Labor Statistics, and your cost index, and so on, so on, and so on, but never has the international tried to dictate the policy of a local union in regard to negotiating scales.

The CHAIRMAN. Well, I was just wondering whether or not the combination of the previous testimony, which showed the statements that had been made by the international, plus your own statement of your change from previous years when you did not submit proposals as you had before, whether that might be construed as an interference with your right as a local.

Mr. GIRARD. No. No; definitely it was not, because the local still has to conduct its own affairs, and as was stated, because of the change in conditions, because of the passage of the act, we had to have advice as to just how to proceed.

The CHAIRMAN. In other words——

Mr. GIRARD. That is, in order to protect our interests under the law.

The CHAIRMAN. To protect your union security?

Mr. GIRARD. That is right.

The CHAIRMAN. That is what you felt the advice being given was for, to protect your union security?

Mr. GIRARD. That is right.

The CHAIRMAN. And for that reason you changed from your old theory of making a proposal, and what did you put in its place?

Mr. GIRARD. Well, in the first place I will have to go back a little. In the meetings that were held prior to August 22 it seemed for a while, and it was generally understood that it was highly possible that we might effect a settlement prior to that date. But, when we get down to the meat of the sandwich, we were never at any time able by any means to extract a proposal from the publishers.

The CHAIRMAN. Well, had you given them a proposal?

Mr. GIRARD. We were never able to extract from the publishers a complete proposal. We had given them, for their information, their contention being all the time that they did not know what we wanted——

The CHAIRMAN. Just being frank about the matter, you had not submitted the same type of proposal that you had in previous years, just a straight proposal for a contract with your changes?

Mr. GIRARD. No; we had not.

The CHAIRMAN. That would give them some reason to feel that you had some purpose in doing that. Did you tell them what your purpose was?

Mr. GIRARD. We told them. We gave them a copy of a proposal that had been adopted by the union a couple of months—or prior to the enactment of the act on June 23.

The CHAIRMAN. When you say "adopted by the union," do you mean local 16?

Mr. GIRARD. Local 16.

The CHAIRMAN. Yes.

Mr. GIRARD. The custom has been that we draft a proposal, and it is then taken to the membership at a regular meeting, or to a special meeting called for that purpose. There the proposal as drafted by the negotiating committee is taken apart, and I do mean taken apart, by the members of the union. They go through it seriatim and eventually arrive at what they believe they would be satisfied with.

The CHAIRMAN. Well, what do you have—first, at the time of that meeting were you discussing those conditions of employment or that 60-day contract?

Mr. GIRARD. At that time; no. There was no such a thing then.

The CHAIRMAN. Well, what did the proposal contain, Mr. Girard?

Mr. GIRARD. The proposal contained changes in wages, a revision upward, a reduction in hours, increased vacations, sick leave, and severance pay—anything pertaining to wages and working conditions.

The CHAIRMAN. And how long a contract was that proposal for?

Mr. GIRARD. It has been customary with our contracts in the last several years to be for 1 year.

The CHAIRMAN. Was that proposal for 1 year?

Mr. GIRARD. That is right.

The CHAIRMAN. You proposed a contract just like that for 1 year?

Mr. GIRARD. We did not propose it. We did not propose it.

The CHAIRMAN. I said what was in the proposal, Mr. Girard?

Mr. GIRARD. I just explained.

The CHAIRMAN. Well——

Mr. GIRARD. The changes in working conditions, wages, hours, money, vacations, and so on.

The CHAIRMAN. Well, that is just like you had done at the other years; right? Was there any difference between that agreement, as you proposed it that way, and as it was in prior years?

Mr. GIRARD. No.

The CHAIRMAN. Well, then, it would be interpreted that it was a proposal that you wanted those changes and you wanted to carry on for another year; is that correct, Mr. Girard?

Mr. GIRARD. That is right. But at the time it was drafted and adopted we did not have these other conditions to contend with.

The CHAIRMAN. How long before June 23 was that?

Mr. GIRARD. That was in May, I believe.

The CHAIRMAN. What part of May?

Mr. GIRARD. Well, probably—offhand I could not say.

The CHAIRMAN. Well, the House passed it in the middle of April—April 17—and the Senate passed it a month later.

Mr. GIRARD. This goes back to April or May. I just don't recall the exact date when it was drafted or adopted.

The CHAIRMAN. Go ahead. You state what took place then. Go ahead.

Mr. GIRARD. Well, we will go back. As I say, we thought it possible, and there was every indication that it was probable that we might

affect a settlement prior to August 22. Other people had different ideas. Never at any time were they willing to submit a complete proposal.

The CHAIRMAN. Did they say why?

Mr. GIRARD. Why?

The CHAIRMAN. Yes.

Mr. GIRARD. They wouldn't say anything.

The CHAIRMAN. What discussion did you have?

Mr. GIRARD. Well, if I were to remember that I would be good.

The CHAIRMAN. I mean the substance of it.

Mr. GIRARD. The substance was that they would not submit—we were insisting on a proposal that we could consider in order to effect a settlement prior to August 22, and all we ever got was proposals on a particular section that we had to agree on before they would even discuss the rest of the conditions under which we were to work for the coming year.

The CHAIRMAN. What section was that?

Mr. GIRARD. Well, offhand, I don't recall the language.

The CHAIRMAN. Well, what did it have to do with?

Mr. GIRARD. But it meant, in fact, that we would subject ourselves to the dubious protection of the Taft-Hartley Act.

The CHAIRMAN. What do you mean by that? Give us a little more of the substance. What do you mean by the "dubious protection of the Taft-Hartley Act"?

Mr. GIRARD. In other words, we would have to give up everything we had gained in the 96 years that the ITU has been in existence.

The CHAIRMAN. Now you sound like Mr. Randolph. Give me a specific statement instead of a general statement like that, so we can conclude——

Mr. GIRARD. I will put it this way. One of the things we have enjoyed for many years has been our right not to work with a nonunion man.

The CHAIRMAN. I don't blame you. You still have that right.

Mr. GIRARD. I have been a member of a typographical union for 35 years, and my dad for 49 years before me, so I don't only have typographical union, but also printer's ink, in my blood, and that is the one point that they insisted on—that we would have to sign away our birthright in order to get a wage proposal.

The CHAIRMAN. They said you would have to work with nonunion men?

Mr. GIRARD. The question was definitely asked of the secretary of the association if he expected us and wanted us to work with nonunion men, and he said emphatically, "Yes."

The CHAIRMAN. Mr. O'Keefe? That is Mr. O'Keefe you are talking about?

Mr. GIRARD. That is right.

Mr. CHAIRMAN. And when did he say that?

Mr .GIRARD. Well, that, Mr. Owens, I cannot tell you.

The CHAIRMAN. In one of the meetings between July——

Mr. GIRARD. It was one of the meetings up until that time.

The CHAIRMAN. Some time between July 21 and August 22?

Mr. GIRARD. That is right. It was along in there. I can't give you the dates.

Another point I would like to bring out at this time. There was a statement made here this morning that the minutes would show certain things, and I want to go on record as saying that so far as the union is concerned there were no minutes kept and they were never agreed to as minutes should be. Everybody around that table, especially on the other side of the table; were taking a lot of notes, but so far as being minutes are concerned, minutes have to be concurred in on both sides of the table, and there definitely were not any minutes kept, so far as the union was concerned.

The CHAIRMAN. You could hardly have minutes of the negotiating-committee meetings?

Mr. GIRARD. That is right. I wanted to point that out, that there never has been—the question is asked, it is always asked when we go into negotiations, "Do you want a reporter?" And we have never had one and we did not at that time, and any notes that might have been kept were just an individual's own idea of what was transpiring, and when there are 8, 10, or 12 people talking at one time it is pretty hard to get notes that would amount to anything.

The CHAIRMAN. You heard the question asked Mr. Bassett this morning as to whether, if the employer insisted upon putting any men into the union for the purpose of affecting the union in any way, he understood it would be a violation of the law. You heard that, didn't you?

Mr. GIRARD. Mr. Owens, he made a good case for the publishers this morning. I will grant him that. He made a fine case for the publishers. But, so far as the union is concerned, we have to know. We cannot take any chances, because when we run into legal minds who can twist the words—and that we cannot do—we make them, that is our business—but when it comes to interpreting the law so as to mean that it would be legal, that isn't the way we read it. We cannot read it that way.

The CHAIRMAN. Can you read anything into the law but that there should be a union shop, if you desire to have it?

Mr. GIRARD. We are not speaking of a union shop. We are speaking of the procedure and the policy we have been following for these many years, of not working with nonunion men.

The CHAIRMAN. Well, where would there be any requirement in the law that you would have to work with nonunion men if you had a union shop?

Mr. GIRARD. Well, if a nonunion man would apply, and if it should so happen—I have stated many times that I don't believe these publisher would do it, but it is probable, not possible, but it is probable that they would, and if they did we would have absolutely no recourse, because the law definitely states that the man must be put on that job.

The CHAIRMAN. You say the law states that?

Mr. GIRARD. Well, it doesn't say—it would be construed as an unfair labor practice if they wanted to put him on, or if they insisted on it, if he insisted on it.

The CHAIRMAN. You mean the law says if a man comes up and asks the employer for a job and he says, "I don't want you," that would be an unfair labor practice if they did not put him on?

Mr. GIRARD. I wish you would ask them that question. They told us they would have no alternative but to put him on.

The CHAIRMAN. Who told you that?

Mr. GIRARD. Time and time and time again around the table with our publishers. That was one of the things they objected to very strenuously.

The CHAIRMAN. Go ahead. I am beginning to think that there are some misunderstandings between the two of you as to the law. I am not trying to interpret the law. The court will do that. I, at least, have a right to interpret what Congress is doing, and I believe there are some misunderstandings that can very easily be corrected.

Mr. GIRARD. Anyway, the upshot of it was that prior to August 22 we were not able to arrive at a settlement which would have continued conditions, subject, of course, to certain conditions in the law which automatically became effective.

The CHAIRMAN. I want to ask another question. You certainly would not object to the fact that the employer is the one that has the right to hire a person?

Mr. GIRARD. We have never denied him that right.

The CHAIRMAN. Or to fire a person?

Mr. GIRARD. Or to fire a person. The foreman is a representative of the management, and the foreman has the right to hire and fire, and nobody else.

The CHAIRMAN. That certainly sounds fair enough. Go ahead, Mr. Girard.

Mr. GIRARD. Well, naturally, after our inability to arrive at a settlement prior to the 22d of August, we entered into a different phase. At that time we also complied with the act by serving a 60-day notice of termination. We went on down the line then, and after 30 days of that 60 days had expired, we served to the United States Conciliation Service a notice that we would be negotiating for 30 days, or that we had been negotiating for 30 days, and that we had not arrived at any conclusion.

The CHAIRMAN. Why did you give them a notice?

Mr. GIRARD. It is required by the Taft-Hartley Act that we serve notice that we have not been able to arrive at any conclusions, and for that reason, why, we were complying to the letter of the Taft-Hartley law and served the Mediation Service with that notice.

The CHAIRMAN. You were recognizing the law and attempting to comply with it?

Mr. GIRARD. We were attempting to go along with it so far as we could; that is right.

The CHAIRMAN. That is all right.

Mr. GIRARD. During that period we had held several meetings with the publishers and as yet had not been able to arrive at any conclusion. They stuck tight on the point that they would not discuss wages, hours, or working conditions unless we would sign something that would in effect cause us to build a scaffold upon which they could hang us if they wanted to.

The CHAIRMAN. Now, those are the things that make it difficult. Just tell us what it was they wanted, rather than coming to that conclusion. Make your conclusion afterwards; give the facts.

Mr. GIRARD. In order to discuss wages and hours.

The CHAIRMAN. What did they ask you specifically; what did they want you to do?

Mr. GIRARD. Why, they wanted us to put ourselves under the purview of all provisions of the Taft-Hartley Act.

The CHAIRMAN. Well, what is wrong with that?

Mr. GIRARD. Well, that, I believe, has been explained at considerable length by President Randolph and by President Pilch.

The CHAIRMAN. But neither one of them were ever that frank. You are the first one that made that solid statement.

Mr. GIRARD. Well, you have got it, if I made it.

The CHAIRMAN. That is the kind of frankness that I like to hear. If that is the reason for it, give it right out so that we will know just what the difficulty was. Go right ahead. We will have no trouble knowing where we stand when you do that. That indicates that the quarrel was not with the publishers, but that it was with the act.

Mr. GIRARD. Not necessarily. We should not have had any quarrel with the publishers, but in order, as was indicated, as I said before, and as was indicated in other testimony, we had arrived at the point where we had to protect ourselves from, as I say, from losing what had taken us years to build up. We decided that the only way that we could do it would be to follow a policy that would not, by contractual agreement, subject us to anything that might come up later. We wanted to be in a liquid position, in other words.

The CHAIRMAN. You know, of course, that you do not have to take advantage of the act if you don't want to.

Mr. GIRARD. That is for sure; that is for sure.

The CHAIRMAN. What did you want to do; did you want to come under the act or did you want to stay out of the act?

Mr. GIRARD. I would like to put it this way, we have written contracts. You have one there in front of you. The interpretation of that contract is subject to a lot of different interpretations. While it was in effect, each chapel, each composing room, as you know, is designated as and called a chapel, and each chapel has a chapel chairman who represents the men, in other words, acts between the men and the office. That chairman tries to interpret the law and the provisions—not the law, but the provisions of that contract. The interpretation of that contract is what makes officers of a union and what keeps them busy, because each and every man, or each and every officer, rather, it seems as though whenever anything comes up of a controversial nature we have to argue and argue the thing until finally we reach some kind of an agreement, but it is almost impossible to get unanimous agreement on what the language really means. We know what it means, but as I was going to say, that is why we could not afford to take a chance on something that we could not argue about, because we cannot even agree on that, and it has been signed by both parties [indicating].

The CHAIRMAN. Of course, during the times you have your argument, until you interpret it to your satisfaction, you always continue, until you interpret whether it is to be done any differently; is that correct?

Mr. GIRARD. That is right.

The CHAIRMAN. In this particular case, so far, you have told me that they wanted you to agree to comply with the law. Did you ever have it in your proposals before that you would comply with the law, or was that taken as a matter of course in previous years?

Mr. GIRARD. We have never had to contend with the law. These matters were strictly of a business nature with the publishers and the

union. We never, of course, intended to, and never did violate any State or Federal laws. We did not then and we don't now. So for that reason there was never anything, to my knowledge, incorporated in a contract that applied to the law. The only reference made to law was, as I said, the international or local laws which, of course, are laws governing our own internal affairs and having nothing to do with the publishers at all. In other words, it is a policing of our own members, that is about all it means, to maintain discipline in a well-organized organization, and it is that discipline that has made the ITU what it is.

The CHAIRMAN. And the following of the law went as a matter of course?

Mr. GIRARD. That is right.

The CHAIRMAN. So, if you just made a contract, as you previously had made a contract, you would not necessarily have to say that you would follow the law, because you would follow the law.

Mr. GIRARD. That is right.

The CHAIRMAN. Was there anything said at any time by either party to the effect that you would do anything that would not be in accordance with the law? That is the thing I am most interested in hearing.

Mr. GIRARD. There was never at any time in the negotiations any suggestion made that anybody—there was a point raised here this morning that the publishers would not bargain "under the table" to reach an agreement—there was never any effort on the part of the union to bargain under the table. All of our dealings were on the table, our cards were on the table face up at all times. That is for sure.

Another thing, everything being equal, there never was at any time after the expiration date of the contract—and we continued to work; we worked from the 21st of October until the 24th of November without a contract.

The CHAIRMAN. And you went on just as you had done before?

Mr. GIRARD. That is right; and we went along as we always had before.

But the point I want to bring up is this: If it was a violation, if it is now it certainly was then, but there were no violations. Things ran along just as they had.

The CHAIRMAN. Now, that is a good point; you are striking a very good point there.

Mr. GIRARD. Another point I want to bring up is, that if it had not been for the fact that we asked for a wage increase, would they have locked us out? Would they have been content to operate like they have since the expiration date?

The CHAIRMAN. Did they lock you out?

Mr. GIRARD. No; they did not lock us out, but if it had not been for wages, would they have locked us out, because it was a violation?

The CHAIRMAN. After what you said a moment ago about that contract, are you really, sincerely saying that it is for wages now?

Mr. GIRARD. It is definitely for wages.

The CHAIRMAN. But you told me a few moments ago that their request was merely the following of the law.

Mr. GIRARD. Mr. Owens, we have gone through that, we have gone over that with the publishers time and time and time again. We have told them "Lay some money on the table and we will negotiate everything."

The CHAIRMAN. Well, hadn't you always in previous years negotiated all of the things at one time? Had you ever negotiated for money first before?

Mr. GIRARD. We have gone—well, of course, generally money was the main thing and the other provisions in the contract did not take a whole lot of time to go through. We generally got to that about first.

The CHAIRMAN. Did you ever ask before that you settle the matter of money first and then do the other things afterward?

Mr. GIRARD. No; there wasn't anything to settle, it was all taken for granted. There haven't been any changes, I would say, in that book, to amount to anything, for the past several years, except money, hours, and vacations.

The CHAIRMAN. What I am trying to show is that under your own rules in the past, and regulations, if you had to interpret something, you would go along such as you had always gone until the thing would be interpreted and concluded. Why would you do anything different here?

Mr. GIRARD. Well, we did go through the book seriatum. There was nothing agreed on until the whole document had been discussed, and then we agreed on the entire document. We could not agree on this, not knowing what that was going to be.

The CHAIRMAN. That is right.

Mr. GIRARD. And that is why we insisted so strenuously, and so many times—

submit us a full, complete document, including money, wages, hours, and working conditions, and everything else you want in there, and give it to us in writing so we know what it is, so after studying it we can negotiate it.

But we never got it; they would not at any time suggest or even mention money. The only time money was mentioned was one time in a very facetious way when there was a suggestion of $2 thrown across the table, and somebody wanted to know whether it was $2 up or $2 down, $2 a day, or $2 a week.

The CHAIRMAN. Or $2 an hour?

Mr. GIRARD. That was the only reference that was made to money at any time.

The CHAIRMAN. While you were discussing that, was there any argument as to the time of the contract?

Mr. GIRARD. We told them that we wanted the privilege of canceling at any time by giving a 60-day notice.

The CHAIRMAN. Now, why did you do that?

Mr. GIRARD. Why did we do that?

The CHAIRMAN. Because that was virtually a contract for 1 day, wasn't it different from anything you had done before?

Mr. GIRARD. That was explained very definitely to the publishers. According to the tradition of the ITU, according to the mechanism by which a contract can be concluded, it would take months.

There was a mention made of a boogey man this morning. We were not looking for it. They were. They tried to make it a point here that anything we might do, or that we might put forth would be in the way of an economic proposition in order to get out from under.

Now, I can assure you that was never in our mind. That is an interpretation of our thoughts by somebody else who is trying to read our mind. Well, now, they are good if they can do that.

The CHAIRMAN. I agree with you that when the proposal came asking you to follow the law, that was certainly something that had not been in any prior contract and hardly necessary, but why didn't you take them up on that?

Mr. GIRARD. Why didn't they submit that along with everything else? We are working for money.

The CHAIRMAN. But you say——

Mr. GIRARD. And it is money that we need to send our kids to school, to buy pork chops with, and we had to agree with this before they would even think money or talk money.

The CHAIRMAN. Was it just the law point you had to agree with, or the question of the term of the contract that was involved?

Mr. GIRARD. In other words, they were trying to make us buy a pig in a poke. They wanted us to agree to certain provisions before they would talk money.

Now, if you want to buy a pair of shoes and you see a whole rack of them in boxes, you want to see the shoes before you give the guy your 10 bucks.

The CHAIRMAN. That is right; I even want to fit them.

Mr. GIRARD. That is right; that is just exactly the position they put us in.

The CHAIRMAN. In addition to following the law, then, was there anything else involved in what they asked you to do? For instance, the length of time of the contract, I seem to feel that is an element here. Now, understand that in asking that I am not criticizing or attempting to say that you are not doing perfectly right or anything else, but I want to know whether that was a condition there.

Mr. GIRARD. There is no secret about that. They want, as they call it, a firm contract with the expiration date of a year, a year from the time we finally reach a settlement. That is their position, that they want that for stability, that is what they claim.

Well, we want an agreement with a 60-day cancellation clause in it to give us stability and protection that they are so insistent upon. We want the same thing.

But, as I said, had they presented a full and complete document, including everything, then we would have had something to work on, but as it was, we never had it.

First of all they want a year's contract, and then they will discuss money. You do not do business that way. You have to look at the whole hand before you can play it.

The CHAIRMAN. Stopping right there, did you always before, when you presented the major proposal, did your proposal include a contract for a year?

Mr. GIRARD. Generally, yes.

The CHAIRMAN. Well, now, I can see that they saw something different in that contract, the idea that you wanted it for less than a year. Did they ask you why you wanted it for less than a year?

Mr. GIRARD. No; they did not ask why we wanted it for less than a year, but they interpreted the reason that they thought we wanted it for less than a year. In other words, what they thought was, and this is exactly it, they thought probably if they would agree to that, that 2 days after we agreed to it we would come in for another wage hike in 60 days, serving notice of cancellation, and then ask for another wage hike in 60 days, serving notice of cancellation, and then ask for another wage hike in 60 days. That is what they are afraid of.

The CHAIRMAN. Mr. Bassett said this morning something about the fact that if a man was employed, somebody you had some objections to, that you would make a demand and create a demand for wages, and then later if the man were replaced or discharged, or whatever might have to be done, the demand for wages would cease, that the demand for wages was only a front for something else. Is there any truth to that statement?

Mr. GIRARD. That is the bogey man he is looking for and has found. That is exactly it. We don't do business that way. The typographical union has been honest and sincere at all times.

The CHAIRMAN. Well, then, why would you want to worry about wages every 60 days?

Mr. GIRARD. We wouldn't. We wouldn't, but we do want to be in a position so that if they would invoke some of these things that are so different, that we would be in a position to protect ourselves.

The CHAIRMAN. I am beginning to wonder whether you both think there are a lot more things different than there are really in the act. You seem to fear this act, and I would like to have you be more specific in telling me, as a local man, why you have that fear. I know there has been a great deal of talk by leaders of labor throughout the country, but I just want you to know that when 80 percent of the men, four out of five of your Representatives in Congress, the majority of men in both parties passed on an act, that they did not pass anything to hurt any workingman.

Mr. GIRARD. You know, Mr. Owens, it is too bad that Congress and the Senate don't operate as the typographical union does. There is no legislation passed in the typographical union that does not go to a referendum. Anything affecting our members goes to a referendum and I do mean a referendum.

Now, I wonder what would have happened if this thing had to go to a referendum.

The CHAIRMAN. Well, you find that even a constitutional amendment requires approval by two-thirds of Congress and three-quarters of the States and here you had not only three-quarters, but 80 percent of the Members of Congress, which is certainly a referendum, if anything ever was.

Mr. GIRARD. I never had any voice in it, neither did those fellows [indicating].

The CHAIRMAN. Then you do not believe in the representative system of government, do you?

Mr. GIRARD. I do, I do, I definitely do, but I still say in a matter as vital as this, without—well one that you would say was conceived hastily, I believe, and I don't believe that labor had true representation while it was going through the committee.

The CHAIRMAN. Mr. Girard, so long as you have mentioned that subject about ill-conceived or hastily conceived matter, I might say that it has been stated that the 5 months' deliberation given that act was longer than any other piece of legislation in Congress. When you talk about referendums, I believe you know that men have been drafted and have given their lives, and what we have done is to protect those

same men that came back, to give them the right to jobs. Have you given consideration to that effect?

Mr. GIRARD. Now, we are getting off on to something else.

The CHAIRMAN. You were stating it was ill-conceived legislation. Give me the fact. What took place there, tell us what you want us to pass upon there. Let us stop beating about the bush. Let's get down to the facts. Give them to us.

Mr. GIRARD. I believe that labor and the country as a whole would be much better off if the whole thing was stricken from the books. They should give us our birthright, the ability to go out and make the terms under which we work, without interference from anybody else. This country was built on that.

The CHAIRMAN. I am in accord with that. Do you want me to report to Congress, and I say this to you sincerely, that you, as vice president of local 16 would just as soon have the National Labor Relations Act removed from the books; is that correct?

Mr. GIRARD. That is right.

The CHAIRMAN. Fine. I will so report that. Now, you go ahead and make the rest of your statement.

Mr. GIRARD. Well, I believe you know the rest of the story. I have taken up a lot of time, and I understand that there are other witnesses who want to testify, so I will call it quits.

The CHAIRMAN. All right. Fine. Thank you very much, Mr. Girard.

Mr. Antrim, will you come forward, please?

STATEMENT BY ALBERT M. ANTRIM, PRESIDENT, CHICAGO NEWSPAPER PUBLISHERS ASSOCIATION

The CHAIRMAN. State your name, please.

Mr. ANTRIM. Albert M. Antrim.

The CHAIRMAN. Where do you live, Mr. Antrim?

Mr. ANTRIM. 1136 Ashland Avenue, Wilmette, Ill.

The CHAIRMAN. And what is your occupation or position, Mr. Antrim?

Mr. ANTRIM. I am appearing here as president of the Chicago Newspapers Publishers Association.

The CHAIRMAN. And how long have you been president of that association?

Mr. ANTRIM. Two or three years—three years, I guess.

The CHAIRMAN. How long have you been in the newspaper business, Mr. Antrim?

Mr. ANTRIM. Thirty years.

The CHAIRMAN. And in what type of work were you engaged during that whole time, in an executive capacity, or have you worked in the shops?

Mr. ANTRIM. No; in an executive capacity for the Chicago Tribune.

The CHAIRMAN. And during that time have you had occasion to negotiate with respect to contracts with local 16?

Mr. ANTRIM. I have never been on the scale committee. I have attended many publishers' meetings, though, that have considered matters that have been referred to them by the scale committee.

The CHAIRMAN. So you are acquainted with what has gone on during the past years, are you?

Mr. ANTRIM. Yes.

The CHAIRMAN. And with what took place in the negotiations since July with respect to the present controversy, is that right?

Mr. ANTRIM. Yes.

The CHAIRMAN. Are you in a position to give a statement as to the requests that were made by the union and by the publishers, and as to what might be the reason for the present conditions that are existing?

Mr. ANTRIM. Well, I have no prepared statement. I think the testimony given by Mr. O'Keefe and Mr. Bassett, and also by President Pilch and Mr. Randolph cover the ground chronologically. I do not think that I could add anything of that sort.

The CHAIRMAN. No; I would rather get your statement of what took place—what you understood were the issues as to why there was a failure to negotiate a contract.

Mr. ANTRIM. Well, the issue here was a little bit incorrectly stated, with all due respects to Mr. Girard, by Mr. Girard.

He said that we first asked them to sign a contract that would build a scaffold, I believe he put it, upon which they could hang themselves. We did not ask them first to sign a contract. We just asked them to agree upon the framework of a contract or agreement, or meetings of the mind, whatever you want to call it.

The CHAIRMAN. Just what did you say? That is a fairly good statement, but what did you say that would lead you to believe that that was what it was and that made him misunderstand it?

Mr. ANTRIM. I cannot repeat all of the conversation, but that was the essence of it, first, will you agree to a year's contract, or a formula for a year's contract.

If they would do that, then we would get busy and work out the details of the contract, including wages.

The CHAIRMAN. In other words, when the proposal was submitted, which did not contain the proposal for a year's contract, you wanted it to be just as it had been before, for a year's contract, is that correct?

Mr. ANTRIM. Well, I think we made that suggestion, yes; to extend the contract, at one time, for a year, insofar as it was legal, and then we would work out hours and wages at the committee.

The CHAIRMAN. You mean "so far as it was legal" you mean in accordance with the laws that Mr. Girard mentioned here?

Mr. ANTRIM. With these three things that have been discussed here about the closed shop, the struck work, and the jurisdiction. Those are the principal things that seem to be bothering everybody.

The CHAIRMAN. Were those in the proposal which was made by the union?

Mr. ANTRIM. Well, that was all covered. They were in the various proposals. The first one, though, this printed thing that was given to us for information, was not a proposal, as I understand it, and it covered all of the features of the present contract, plus changes for shorter hours, and more wages and vacations, and so forth, as a basis for discussion.

The CHAIRMAN. In other words, Mr. Girard said it was just simply asking for information; is that right, Mr. Antrim?

Mr. ANTRIM. Just asking for information.

The CHAIRMAN. I see.

Mr. ANTRIM. For giving us information.

The CHAIRMAN. And asking you just what you would do about it?

Mr. ANTRIM. To see how we would like it, and if we said that we did like it, then they could post it in their working conditions and we would be all set.

The CHAIRMAN. I see. What took place then?

Mr. ANTRIM. Well, we could not discuss it except on the basis of a contract.

The CHAIRMAN. And that is where you practically ended, was it?

Mr. ANTRIM. That is where we began and that is where we ended.

The CHAIRMAN. And that is where you are right now?

Mr. ANTRIM. That is where we are right now.

The CHAIRMAN. So it is a question, as I see it, of whether you are going to make this contract for 60 days or whether you are going to agree to what they said, conditions of employment, or whether it was going to be a contract for a year. Would you say that is a correct statement?

Mr. ANTRIM. Yes. There is no question about the 60-day cancellation. We are not going to agree to that.

The CHAIRMAN. And you feel that the contract for a year is more stable for yourself, and you feel that it would be safer all around to have that, while the union feels that they would be safer to have the 60 days; is that it?

Mr. ANTRIM. That is right. I think I might say that never before in history, so far as I know, have the publishers of Chicago united on a proposition as they have on this one, and the reason for their unity is because this is one of the most serious things that has ever happened to the publishers in Chicago.

The CHAIRMAN. I think it is serious for all the people in the Nation, Mr. Antrim.

Mr. ANTRIM. Well, I am only speaking for the publishers right now. Mr. Randolph has expressed deep concern over the fate of the union. His idea, as he expressed it here, the provisions of the law, which we seem in discussing them to treat very gingerly. In other words, the anti-closed-shop provisions of the law would destroy his union. The fact that he wants us to work without a contract, leaving the entire thing to unilateral action and the judgment of the union, has more possibilities of destruction of our business than it does of the union.

The thing, as I regard the union's danger in this proposition, is the insistence upon the enforcement of this no-contract policy. That has more real danger in it for the union movement, in my opinion, than does the so-called Taft-Hartley law itself.

I might say also that there is one thing, nearly everything has been covered here, but there is one point that I have not heard mentioned.

There has been a good deal of discussion on the part of the union representatives, in fact, some little table pounding, about the time-honored prerogatives of the union never to work alongside a nonunion man. As I understand it, here in Chicago, there are a number of open-shop printing establishments, and there are union men employed in those shops who work alongside of nonunion men.

The CHAIRMAN. Is that so?

Mr. ANTRIM. That is my information.

The CHAIRMAN. You mean they go into open shops and work alongside nonunion men, the men of local 16?

Mr. ANTRIM. Yes. So that does not quite square with this fear about the danger of union and nonunion men working together.

The CHAIRMAN. Well, that is a very logical analysis.

Mr. ANTRIM. I took a few notes while Mr. Girard was testifying and they are rather scrambled here, but if I can go over them I would like to.

The CHAIRMAN. Yes, go ahead. You have added some thought here already.

Mr. ANTRIM. Mr. Girard said that there have been no changes in the contract between the publishers and the union for the past several years except hours and wages.

The CHAIRMAN. Yes.

Mr. ANTRIM. Well, now, there have been some very serious changes. The one I think of particularly is the change when the publishers accepted the inclusion in the contract of the union's laws as part of the contract. It is true the contract says that those laws are part of it wherein they do not conflict with the terms of the contract, but the union reserves to itself the right to determine whether or not they conflict and will not arbitrate anything having to do with those union laws.

Now, since those laws were adopted—I believe that was 2 years ago, since they were put in the contract, Mr. Randolph referred to that the other day—things have not been as rosy as they were previous to that time, so far as our relationships with the union are concerned.

The union chapel chairman, for example, in most, if not all of the shops, work if they feel like it and do not work if they don't feel like it, regardless of what the foreman says. We feel that we are gradually losing control of our own composing rooms and have been ever since that event occurred.

The CHAIRMAN. How long ago was that?

Mr. ANTRIM. Well, I think it was in 1945.

The CHAIRMAN. And when did Mr. Randolph come in, do you remember?

Mr. ANTRIM. I think he said in 1944, didn't he, the other day?

The CHAIRMAN. I guess so.

Mr. ANTRIM. In discussing the procedure followed in the past negotiations, Mr. Girard said that we generally went over all the terms of the contract, most of which we spent very little time on, and got right down to wages, or rather, we discussed wages first, I believe that was his statement.

As a matter of fact, in all of the negotiations that I am familiar with, wages always came last.

Then he referred to the fact that the union worked, and the publishers acquiesced in it, without a contract after October 21, the expiration date, during the whole month of November, up to the 24th, and part of the last part of October.

The conditions in our shop, and each and every one of the newspapers in Chicago, were such that you could hardly call it working under harmonious conditions.

The CHAIRMAN. Describe what you mean more fully.

Mr. ANTRIM. I mean, that the men refused to work overtime.

The CHAIRMAN. What do you mean, when they were requested to do so?

Mr. ANTRIM. When they were requested to do so.

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The CHAIRMAN. And when you say "they refused" do you actually have illustrations of men being asked to work overtime and they would not do that?

Mr. ANTRIM. Oh, yes; there is no question about that. The men refused to put their names on the takes, the slugs on their takes, so that their takes could be identified.

The CHAIRMAN. And that has been the practice for 90 years, all the time?

Mr. ANTRIM. Yes. In this way we could check up on the amount of work each one did, instead of having it all lumped together.

There were prolonged chapel meetings which delayed editions, and by "prolonged" I mean hours, in the different shops.

The CHAIRMAN. They had the chapel meetings, but the men were not being paid for that time, were they?

Mr. ANTRIM. Oh, yes; they were being paid for not working all this time.

I think that covers all the notes that I have here.

The CHAIRMAN. Do you mean—are you saying that there was a deliberate slow-down, Mr. Antrim?

Mr. ANTRIM. There is no question about that, and most of the men are ashamed of it.

The CHAIRMAN. I would think they would be, if that were true.

Mr. ANTRIM. But that is water over the dam, past history, and I don't believe it has any place in this discussion.

The CHAIRMAN. Well, it is things like that that we want to know about, because I cannot help but feel that one of the things we have been trying to learn in an investigation I am still engaged in, on which I will return to Chicago next month, which is the matter of housing, is where the blame rests when slow-downs take place, whether it is an individual or whether it is by direction, and I think it is first of all good to determine this case from the men themselves, which I will do after you are through, as to whether there was a deliberate slow-down, and if so, where the responsibility lays, because it affects the good faith to be given to any contract or negotiations.

Is there anything further, Mr. Antrim, that you would like to state?

Mr. ANTRIM. I do not have anything further.

The CHAIRMAN. Thank you very much. You gave us some thoughts with respect to this matter.

Mr. Rhoden, will you come forward, please?

STATEMENT OF JOE RHODEN, CHAIRMAN OF NEWSPAPER SCALE COMMITTEE, CHICAGO TYPOGRAPHICAL UNION NO. 16, CHICAGO, ILL.

The CHAIRMAN. Will you state your name, please?

Mr. RHODEN. Joe Rhoden.

The CHAIRMAN. And where do you live, Mr. Rhoden?

Mr. RHODEN. 1244 North Dearborn.

The CHAIRMAN. What is your occupation?

Mr. RHODEN. Printer.

The CHAIRMAN. And by whom are you employed?

Mr. RHODEN. The Chicago Daily News—that is, I was.

The CHAIRMAN. Well, I think you are still considered an employee of the Chicago Daily News, aren't you?

Mr. RHODEN. I trust I am.

The CHAIRMAN. How long have you been an employee of the Chicago Daily News?

Mr. RHODEN. For nearly 21 years continuously.

The CHAIRMAN. And you have been a member of local No. 16 during that time?

Mr. RHODEN. Yes; and much longer.

The CHAIRMAN. Is that so? How long have you been a member of local No. 16?

Mr. RHODEN. About 27 years.

The CHAIRMAN. Are you on the wage-scale committee?

Mr. RHODEN. I am the chairman of the newspaper scale committee, and the scale committee is the negotiating committee of the union.

The CHAIRMAN. And you are a member of the negotiating committee?

Mr. RHODEN. I am chairman of the negotiating committee.

The CHAIRMAN. Of course, you have been in on the entire proceedings since its inception, haven't you?

Mr. RHODEN. I have sat in on every proceeding.

The CHAIRMAN. Well, you are a good man to have in this stage of the proceedings.

Now, will you briefly state to the committee just what took place with respect to negotiations—how you handled it before this year and what changes, if any, there were with respect to the procedure this year, and just what was done by the publishers?

Mr. RHODEN. Well, let me say, Congressman, that up until June of this year there had never been any laws that interfered with the free negotiations between the publishers and the union, and so always before, for 95 years, since the inception of our local union, we had had no interference from the law in regard to reaching the type of agreement that best suited the union and the publishers.

The CHAIRMAN. That is your interpretation of the previous laws?

Mr. RHODEN. Well, it was, because we never had any interference from them.

The CHAIRMAN. Well, did you ever have any occasion to make a test of it?

Mr. RHODEN. There was no question about it at all. They never raised the question, and they did this time.

The CHAIRMAN. Well, now, that is interesting. You are saying "they" because they did or because you construed there has been an interference from the law; which is it?

Mr. RHODEN. I would say that both of us construe, and I believe that the testimony here has amply borne that out——

The CHAIRMAN. You say interference with the law. Now, just what do you mean, interference with your proceedings? Change that to interfere with the proceedings.

Mr. RHODEN. Well, let me say this: Heretofore the objective of the publishers in collective bargaining, and also the objective of the union, was that it could be reached without any interference from the law, or without any violation of the law. This time the objectives of at least the union could not be reached because of the interference of the law, and our objectives had not changed from what they had been in the past.

The CHAIRMAN. Now, that is a nice, straightforward statement. Now, give me your interpretation of what section you felt interfered with your procedure.

Mr. RHODEN. Heretofore we had always signed closed-shop agreements, and also an agreement that gave us the right to refuse to handle struck work, and there was no dispute about what our jurisdiction was.

The Taft-Hartley law for the first time in American history denied us those three rights.

The CHAIRMAN. Well, now, assume just for the purpose of discussion that you could not make a contract for those things, like you say, then what effect did that have—what did it cause you to do?

Mr. RHODEN. I can illustrate it, I believe, by telling you the usual procedure.

The CHAIRMAN. Yes.

Mr. RHODEN. Now, I have in my hand here what is entitled the proposed contract between the Chicago Typographical Union No. 16 and the Chicago Newspapers Publishers Association, submitted by the newspaper scale committee on Sunday, June 22, 1947, to be approved, amended, or rejected, effective from October 21, 1947, to and including October 20, 1948.

Now, this was adopted 1 day before the Taft-Hartley law was passed by Congress.

The CHAIRMAN. You mean over the President's veto? Is that what you mean?

Mr. RHODEN. Yes. Now, had that act not become a law we would have submitted this proposal, as we were always able to submit our proposals in the past, but by virtue of that law it made it impossible for us to have this contract contain the particular proposals that we would have offered that were included in past contracts. We could not submit it because this proposal provided for a continuation of what we had had for the last 95 years of the closed shop, the right of our members to refuse to handle struck work, and a definition of our jurisdiction.

We could not have that any longer after the law was passed.

The CHAIRMAN. What do you mean by "definition of your jurisdiction," that you could not have it? The law does not state what your jurisdiction is going to be, does it?

Mr. RHODEN. That is right. Now, heretofore, there was no law that said we could not agree definitely in a contract as to what the jurisdiction was going to be. But now the new law made it a very specific violation of the act, an unfair-labor practice on the part of the union, for us to interfere with the right of the employer to assign work, or any class of work, to any group of workers.

Now, that meant that if he so chose——

The CHAIRMAN. Where is that in the law the way you say it?

Mr. RHODEN. That was read by Mr. Randolph, and if you want me to read it again, I will do so.

The CHAIRMAN. I mentioned at the time that that did not support his theory.

Mr. RHODEN. I don't remember your stating that very specifically at all, Mr. Chairman.

The CHAIRMAN. Well, I handed it to him and I said, "Are all of the things you stated that you are depending upon in that one paragraph, section 8 (b) (4)?" and he said, "Yes."

You see, this is the paragraph you mean. Let us see if it is. He read down and he said:

8 (b) (4). It shall be an unfair labor practice for a labor organization or its agents—

And then he jumped down to (D):

Forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trades craft, or class rather than to employees in another organization or another trades craft or class.

Then I asked him to finish it, and these were the words:

unless such employer is failing to conform with an order or certification of the Board determining the bargaining representative for employees performing such work.

Mr. RHODEN. That does not alter it at all, Mr. Chairman. That proviso does not alter the right he has. It says very specifically that it is an unfair labor practice for the union to try in any way to interfere with his rights to assign the work anywhere that he pleases.

Now, get this: It does not compel the employer to assign that work, but it does definitely make it an unfair labor practice for the union to attempt to deny him the right to assign that work anywhere that he pleases.

Mr. Randolph pointed out that. Take our proofroom, for instance. I might take any other classification in the composing room and he might decide that it was good for him to assign that to another group of workers, and the law here specifically gives him that right, and it specifically denies us the right——

The CHAIRMAN. No, Mr. Rhoden; it merely says that it forbids you from forcing the employer to assign work a certain way. Isn't that right?

Mr. RHODEN. No, no, no, no.

The CHAIRMAN. Well, show me where there is any other language than that. You see it right there; it is there under (D).

Mr. RHODEN. Yes. Now, it makes it very specifically an unfair labor practice for the union—

to engage in or induce or encourage the employees of any employer to engage in a strike or concerted refusal in the course of their employment to use—

and so forth.

Then it gives illustration (D), where it says:

forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representatives for employees performing such work.

Now, the point is this: We say that we have jurisdiction traditionally over certain work which we call the work of the composing room. Now, if the employer decided that he did not care to follow that traditional condition and he wished to assign that so some group outside of our union, then if we tried to stop that act of his that would be an unfair labor practice on our part under this law.

The CHAIRMAN. But, Mr. Rhoden, you are jumping into the future on a lot of things. That act only stops you from forcing an employer to do certain things. Where did that interfere with your contract in the first instance, to go ahead and make an agreement to do certain things within the law? If you are a union shop and you are working under the union-shop clause, just how would the employer violate this?

Mr. RHODEN. Mr. Chairman, I have just pointed out to you that if he so desired it, it would be an unfair labor practice on our part to try to prevent him from doing that.

The CHAIRMAN. Now, Mr. Rhoden, before this law ever came into existence, or the National Labor Relations Act at all, if the employer ever did a think like that, what could you do other than go on an economic strike, just as you are doing now?

Mr. RHODEN. In the past we could decide beforehand what work we would have jurisdiction over, and we were not violating any law, if he tried to go back on that agreement, if we tried to call our men out to enforce it. But now, if he decided to do that, and we called our men out to enforce that, we would be guilty of an unfair labor practice. That is the difference.

The CHAIRMAN. Well, of course, if you are going to force him to do it, you would be violating a law.

Mr. RHODEN. Otherwise, the thing is this, if our contract says that we shall have certain work before, if he did not live up to it we could pull out our men to enforce the contract he made with us.

The CHAIRMAN. But only by an economic strike; isn't that true?

Mr. RHODEN. We had the right to strike before, but we could not do it now, because it would be an unfair labor practice if we struck now to do the same thing we could have done without it having been a violation of the law before.

No. 3, that is our No. 3, you have brought it out as No. 1, that is the No. 1 reason why we could not go on as we had in the past.

The CHAIRMAN. In other words, you wanted to make a contract in advance to have the right to set the work for the employer?

Mr. RHODEN. No, just as we had always done. For instance, our form P–6 (a) asks only that the employer recognize our jurisdiction over work that we had traditionally performed, not over new work, but just merely giving us control over the work that we had traditionally performed. There was nothing new.

The CHAIRMAN. You will admit, of course, that the fact that an employer had that right and might have traditionally permitted you to do it, and an advantage had been taken of that by other unions rather than yourself in the past to the detriment of individual employees, that I would certainly want to protect men to whom unions had acted as a detriment; wouldn't you?

Mr. RHODEN. We have never had anything such as that in the printing-trade unions.

The CHAIRMAN. I know you have not. I recognize that fully, and I doubt very much if you had it in this case, and I am wondering whether you are scraping up just as much of a bugaboo as you say the publishers are doing.

Mr. RHODEN. I am glad you recognize the fact that they possibly were digging up bugaboos.

The CHAIRMAN. It was charged by Mr. Girard; he mentioned it was a bugaboo. That is a word we all understand very well. Now, I am wondering whether or not you are not doing the same thing.

Mr. RHODEN. The law specifically reads, as I stated it, and if Congress had intended otherwise it could have easily written the language so that it would have made that possibility a certainty.

The CHAIRMAN. They intended just what they put in there all right, but the point is this——

Mr. RHODEN. I am afraid they did.

The CHAIRMAN. Didn't you want to follow the law?

Mr. RHODEN. Not this type of law. Let me put it this way. I always believe in obeying a law, however contemptible I feel a law may be, but just because a thing is a law does not make it proper, right or good. We have to live up to laws, good and bad. We hope they will be good, but if they are bad we still live up to them, and then we try to change them, if they are bad.

The CHAIRMAN. That is the right spirit.

Mr. RHODEN. Our whole spirit, our whole approach to this problem, has been to do as the typographical union has always done in all of its 95 years of history, and that is not to violate any law, to live up to every law, but not to permit a law to endanger us, to injure us if there was any way of living under the law without violating it.

The CHAIRMAN. It has not injured you yet, has it?

Mr. RHODEN. Not yet.

The CHAIRMAN. Well, don't you think it would be a good idea to give it a chance, to find out whether it would hurt you or not?

Mr. RHODEN. Mr. Congressman, whenever the other party has a gun to your stomach, you are not going to give him a chance to pull the trigger and find out if it is loaded. You assume it is loaded. You want to get him away from having that right to try it.

The CHAIRMAN. Where do you feel that could possibly happen?

Mr. RHODEN. We will go on to No. 2, and I will show you much stronger than ever.

The CHAIRMAN. Go ahead. I like your sincere, frank statement.

Mr. RHODEN. That is what we are here for. We are both free American citizens. You no doubt were sincere in your position in Congress. I always give every person credit for being as sincere as I am myself. I do not read bad intents into the minds of the other person.

We will take the question of our right to refuse to handle struck work.

Now, that is a basic union right; it is a basic, not only basic but a human right, or as human a right, I believe, as it is possible to conceive of.

The CHAIRMAN. I think you are right.

Mr. RHODEN. So, now, as heretofore, under the law of the land we had the perfect right to refuse to handle struck work.

Now, the Taft-Hartley bill specifically denies us that right any longer. Of course, then, we could not submit this contract, because in there it specified that our members would not handle struck work. So if we had submitted to it and signed it, it would have been a violation, and would have been in contempt of the law.

The CHAIRMAN. What do you mean by "struck" work?

Mr. RHODEN. Just as we have at the present time. For instance, now we are on strike with the newspapers, and the brothers, the fathers, and sometimes the sister and mother of these people on strike in the newspapers are at work in our Chicago commercial shops and setting the ads to run in the struck Chicago newspapers, and never before in our 95 years of history have we had to violate that human right, and this time we are, by virtue of the Taft-Hartley Act.

The CHAIRMAN. You are familiar with the secondary boycott, aren't you?

Mr. RHODEN. Yes, sir.

The CHAIRMAN. Would you, as a workingman, and with all the experience that you have had, say that you know of no way that that has injured unions, business, and individual employees throughout the United States?

Mr. RHODEN. Let me say this, Mr. Owens: There may have been cases in which a secondary boycott has been unjustified. There are many, and I have just given you an illustration, in which it denies people their basic human rights.

Now, the Taft-Hartley law, if it had not wished to take away these basic human rights, they could have written the language in there so that it would not have done what it is doing to us now.

The CHAIRMAN. Would you suggest how it could be done without reaching all, depending upon the good unions and the good employers by following the law so that we could reach those not so ethical in their actions?

Mr. RHODEN. Mr. Chairman, you have written specifically so many bad things into the law that I think the same ingenuity applied to trying to write good things could have done it just as effectively and just as efficiently.

The CHAIRMAN. Well, I always enjoy a statement made so frankly, but that was not an answer to the question I asked. What would your suggestion be that would take care of that and still protect the men whom you admit had been injured by the secondary boycott throughout the United States?

Mr. RHODEN. I will tell you, Mr. Owens, what I would have suggested in the first place. I did suggest that. I spent about 40 days down in Washington during those very tragic days in which this bill became a law.

The CHAIRMAN. Did you ever appear before the committee during the 7 weeks we were hearing testimony in the House, and the additional month after that they were hearing it in the Senate?

Mr. RHODEN. Unfortunately, I was not able to get down until after that. I did not get down until after the bill had passed in both the House and the Senate, and it was in conference when I got down there, and the committee notified me, the conference committee whom I tried to appear before, that they were not having any open hearings because of the fact that nothing new could be brought into the act, that the only thing they could do was to attempt to reconcile the two versions.

The CHAIRMAN. You mean after the law was in conference?

Mr. RHODEN. Yes.

The CHAIRMAN. But prior to the time the Senate began on January 23 to have hearings, and they had a total of about 5 to 6 weeks spread intermittently between that time and the 10th of May, and the House began on it the 5th of February and had hearings straight through until around the 20th of March.

Now, during any of that time, didn't you or anybody else from your organization make any attempt to appear before either the House or the Senate?

Mr. RHODEN. Mr. Owens, we sent many communications to you and to other Congressmen, members of the committee. Our international union did the same thing. I have a copy here of a letter that my union sent to you telling you just exactly what damage that would do to us, but you apparently paid not the slightest attention to our communication.

The CHAIRMAN. I might say that I answered every letter that was sent to me by the men. I think the men will back me up with that. I corresponded with your own newspaper. I have a letter that says my letters were posted on the board, and that half of the men agreed with the law.

Mr. RHODEN. I will say this, Mr. Owens——

The CHAIRMAN. That is right in the letter, Mr. Rhoden, from your own chapel.

Mr. RHODEN. Mr. Owens, let me say this, I don't believe that you will find—I will say this, I don't believe you will find 10 men in the nearly 5,400 members of No. 16 that believes this is a good law.

The CHAIRMAN. I am telling you that it came from your own chapel.

Now, did you give a statement to either the Senate or the House embracing your views?

Mr. RHODEN. Yes, I gave many Senators and many Congressmen statements about what damage this would do to the typographical union.

The CHAIRMAN. I am talking about the committee. There were two committees, a committee of the House and a committee of the Senate. Did you give a statement to either of those two committees?

Mr. RHODEN. Let me say that I had no opportunity personally of doing that, but our international union sent statements to the committee and the American Federation of Labor appeared before you.

The CHAIRMAN. When did the international send a statement to the House committee?

Mr. RHODEN. Mr. Randolph stated in his testimony that they had sent communications to it, and that the A. F. of L. had been in there making many statements.

The CHAIRMAN. A communication means a letter or a telegram. I mean a statement of your position. When, at any time during the entire 6 months that those hearings were going on, was any statement given by the ITU with reference to your position?

Mr. RHODEN. May I ask a question? When was this bill first reported in the House?

The CHAIRMAN. Well, the hearings began, as I said, January 23 in the Senate, and the 5th of February in the House.

Mr. RHODEN. And April 17 it had passed the House. How can you get 5 months from January 22, did you say until April 17?

The CHAIRMAN. Yes; but you see, the Senate didn't pass the bill until May 17.

Mr. RHODEN. May 13.

The CHAIRMAN. That gave you approximately 5 months.

Mr. RHODEN. Wait, now.

The CHAIRMAN. In the Senate.

Mr. RHODEN. It was less than 4 months. It gave us about 3½ months from the time the first hearing began until it was passed by the Senate——

The CHAIRMAN. Passed by the House, you mean?

Mr. RHODEN. No; it was passed by the Senate, because from the 22d of January—let's look at it, the 22d of January to the 22d of Feb-

ruary is 1 month, then to the 22d of March is 2 months, and to the 22d of April would have been 3 months.

The CHAIRMAN. Yes.

Mr. RHODEN. But it was passed by the House on the 17th.

The CHAIRMAN. That is right.

Mr. RHODEN. Now, then, that is much less than 5 months, hardly half of 5 months that the House took not only in having all the hearings, but in doing all their debating and passing it, and in the Senate it was only a little bit longer, but it was not passed until May 13.

The CHAIRMAN. About 4 weeks later.

Mr. RHODEN. Three and one-half.

The CHAIRMAN. It was 4 weeks after the House passed their bill.

Mr. RHODEN. Yes, but it wasn't much after 3½, so when you speak of a 5 or 6 months hearing, actually the House railroaded the thing through in 2½ months from the time it was first brought out; including all the hearings.

Now, let me ask you this question——

The CHAIRMAN. Would you call 10 weeks railroading a bill through?

Mr. RHODEN. Yes, I certainly would, a bill of this kind. I would say that even passing it within 12 months would be railroading it.

The CHAIRMAN. Compared to the short time in which the Wagner Act was put through the House of Representatives?

Mr. RHODEN. The President of the United States in his message in January suggested the way to handle this. If you would have handled it that way you could have had a bill that the country could have been proud of, a bill that would have worked, a bill that would have worked for greater labor-management relationship, instead of one which in my opinion, if it is not amended, and amended rapidly, or unless it is thrown entirely out and a new approach made to the problem, is going, perhaps, to bring about the greatest disharmony and disrespect that perhaps this country has witnessed for many years, because it is unworkable, as the President of the United States said, and certainly, when you speak of Congressmen having any opinion about, it, certainly the President of the United States is entitled to have his opinion, and we are entitled to give consideration to his opinion.

The bill is unworkable, and in fact, Mr. Van Arkel himself, who had the same relation to the NLRB before the Taft-Hartley law became a law, resigned because he said it was unworkable and absolutely could not be put into effect completely.

Now, the President suggested that you have a committee study this, and study it adequately. That committee would have invited in representatives of labor to first draw up the bill, not merely to come before them for hearings, and afterward would have taken in representatives of every point of view.

The CHAIRMAN. You mean like Mr. Van Bittner testified he had drafted the Wagner Act himself? You know that, don't you?

Mr. RHODEN. No, I am not certain about that.

The CHAIRMAN. Well, that is what Mr. Van Bittner testified, that he had drafted the Wagner Act for Senator Wagner, and is that what you wanted us to do?

Mr. RHODEN. I think that would have been a much better idea than the one you used.

The CHAIRMAN. I see. Well, I am always willing to take a joke and laugh at it. Go ahead, Mr. Rhoden.

Mr. RHODEN. Let me say this, that great truths are sometimes uttered in jest.

Point No. 3 is this, the closed shop. Now, heretofore for 95 years we had been able to operate on the basis of a closed shop. That closed shop gave every possible desired type of stability to the industry, both management and the employees.

It gave them well-trained people, trained under the best system of apprenticeship training, I believe, that you can find in America.

The CHAIRMAN. Well, while you are approaching that, Mr. Rhoden, first of all how many members do you have throughout the United States?

Mr. RHODEN. We have—I don't know exactly—but I would say offhand about 87,000 members.

The CHAIRMAN. And how many apprentices do you have?

Mr. RHODEN. I could not answer that, except that we do this, we study the needs of the industry very carefully, and we always have in training an adequate number of apprentices to take care of the needs of the industry.

The CHAIRMAN. Now you are making a statement about adequate numbers, and the committee is here to get the facts for the House, and we are going to determine that after a thorough investigation. I want to know how many apprentices you have in training to take the places of the 87,000 men.

Mr. RHODEN. Mr. Owens, you ask me a question that I do not have the figures on. I can answer it this way, and that is the reason I had to give you a general statement: Our whole desire and intent is to adequately man the industry through two methods, one is training apprentices and the other is bringing in an adequate number of competent nonunion men who desire to join the union in order to be sure there are always enough people to take care of the needs of the printing industry.

The CHAIRMAN. You mean nonunion men who have been trained and who have the proper training? Is that what you mean?

Mr. RHODEN. We do this. We have applications oftentimes from nonunion people who do not have the qualifications required in a union shop and that a union employer requires before that man is considered competent.

Now, in that case we cannot take the person in. We submit him to a test, and if he can comply with that test, then we consider him competent and we take him in. If he went direct to the employer he could not get a job as a journeyman unless he was competent on the basis of the standards of our organization, and our standards are the standards accepted by the employer and the union alike. In fact, I might say that our apprenticeship training is handled on this basis, we write into the contract through mutual agreement with the employer the number of apprentices we will have in each shop. The instant one apprentice graduates another steps right in his place. We have a joint apprenticeship committee, and this committee selects the apprentice, it decides on the type of training he is going to get, and it decides whether he is ripe to become a journeyman.

The CHAIRMAN. Do you have a specific limitation as to the number of years of apprenticeship a man must serve?

Mr. RHODEN. We have; 6 years. Sometimes it is done quicker and sometimes on the recommendation of both sides it takes longer. It

depends altogether on how efficient the man is, and how quickly the person can meet the requirements. He has 148 lessons to complete, so far as theory is concerned, and then he has 6 years of practice right on the job before he is competent to become a journeyman printer.

The CHAIRMAN. Suppose there is an unusual person who does become competent in a year and can prove it. You know, you have heard of boys graduating from college at 12, 13, and 14 years of age, when most of them finish at 20 or older. Now, what provision is there, if any, for that person to be cared for?

Mr. RHODEN. Mr. Chairman, that type of prodigy seems to have always passed up the printing trade, because we have never had one that could learn it in a year.

The CHAIRMAN. I do not think that your people ought to applaud that, because that is not exactly a compliment to the members of your union, because I have known many of the members of your union, and I would have to disagree with you, because I think there are some mighty brilliant men among them who would be capable of doing that, but let's get right back to the same point.

How many apprentices do you have per journeyman? It it 1 to 10, 1 to 8, or just what?

Mr. RHODEN. I believe it is 1 to 10.

The CHAIRMAN. And a 6-year training course?

Mr. RHODEN. And a 6-year training course; yes, sir.

The CHAIRMAN. And how many apprentices do you have functioning at one time throughout the country going to school?

Mr. RHODEN. I told you just now that I did not know the total number of apprentices that we have. The records are easily available, but I do not have them available here.

The CHAIRMAN. Will you do this——

Mr. RHODEN. We can certainly give you that answer. I don't know whether any of our members present have it, but we could supply you that, no doubt tomorrow, if you wish.

The CHAIRMAN. You can do that at the time you are supplying all the other documents—take whatever time you need—whether it is 10 or 15 days, and when doing it give us the number of journeymen and the number of apprentices and the time, just as you are doing, and about how you figure they will be able to take care of the situation, and if they don't, just how you handle it.

Mr. RHODEN. Now, will you permit me to make my statement here to show you how adequately we do take these people in? Now, our policy has been a closed shop on the job, but we have never had a closed union. Now, if you want to find out about a closed union, from the greatest experts upon the earth, talk to the publishers here, because they have the most closed union in existence in the publishers' association.

Now, my union is not——

The CHAIRMAN. Mr. Field managed to get in there all right, didn't he?

Mr. RHODEN. At a cost of several million dollars, and by going to the Supreme Court. No applicant to our union has ever had to go to the Supreme Court to get in, if qualified.

Let me say this, to show you that we are not a closed union. I just stated that our total membership was around 87,000, and yet we have taken in 42,000 new members in the last 10 years. Now, that does not

indicate that we are a closed union. Otherwise, despite the fact that we have the finest pension system, perhaps, of any union in the country, so that our people live long, they have something to live long for, our membership, half of it, has come in within the last 10 years.

The CHAIRMAN. Of your 87,000?

Mr. RHODEN. Yes; 42,000 have come in within the last 10 years. So every competent man who is working for a job almost without exception finds his way into the union if he applies to us.

The CHAIRMAN. Those are all men who have learned their trade, evidently, in open shops?

Mr. RHODEN. They are open shops; and in some of those open shops they can learn fairly well, and in others they cannot. If everybody had been in an open shop where they could not learn, then we could not take them in as journeymen, but if we were to organize those shops we would take them in as a two-thirder, or something like that, and we see that they get additional training, and whenever they are competent they become journeymen, the same as with the rest.

The CHAIRMAN. Well, that draws a picture between what you said and what Mr. Antrim has said——

Mr. RHODEN. I am glad you got to that. I want to talk about that.

The CHAIRMAN (continuing). Is it true that your men and union men are working in shops with nonunion men?

Mr. RHODEN. That is an illustration, Mr. Chairman, of how a true——

The CHAIRMAN. Well, will you answer that question first?

Mr. RHODEN. I am. That is an illustration of how a true question can give an absolutely untrue picture, or——

The CHAIRMAN. I am not going to stop there.

Mr. RHODEN (continuing). Conclusion.

The CHAIRMAN. I am just asking if that is true.

Mr. RHODEN. Now, the only way, and the only conditions under which our men ever work with nonunion men is when we send union men into a nonunion shop to help organize it; and, of course, during that period of organization, these union men have to work with the nonunion men to win them over to the side of the union.

The CHAIRMAN. And I think that is fine. I think that is perfectly all right, Mr. Rhoden, and I must say that I am in accord with you.

Keep this in mind, however, that while those men are in there, assuming there are a thousand men in the shop, you might send in a dozen to work, and then they gradually get the men 1 by 1 until finally they have 501 members, and then they vote, and under the law that has just been passed, they don't have to get those 499 any more—all they have to do is vote, and when they vote the other 499 automatically become members of the union and have to pay their dues. That is the law, isn't it?

Mr. RHODEN. That is the law.

The CHAIRMAN. Now, do you see anything wrong with a situation that permits you to organize a union by putting in a dozen men up to the point where you get 501 out of the thousand, and then bring in the other 499 automatically under the law, and one under which a competent man is hired when there is a shortage, within 30 days he has to become a member of the union, would you call that working with a nonunion man any more than the reverse would be true?

Mr. RHODEN. Mr. Chairman——

The CHAIRMAN. Now, just answer that question, will you, Mr. Rhoden?

Mr. RHODEN. Well, it is a question that cannot be answered "yes" or "no." I might answer in my own way, if I may.

The CHAIRMAN. Go ahead. So long as you answer it, go ahead.

Mr. RHODEN. My answer to that is this, that you are very optimistic about the type of organizers and the ability of these 12 men to organize 501 people.

The CHAIRMAN. Well, I know the men of local 16.

Mr. RHODEN. However, let me say this, I would much prefer to have it the way it was before the Taft-Hartley law came into effect, because then we had the right after we had gotten a majority to sign a closed-shop contract whereby all the rest of the members in there would automatically have to become members of the union without any question about it.

Under the Taft-Hartley law they never have to become members of the union except under certain conditions.

Now, under the Taft-Hartley law, and that is very reprehensible, you even make the union shop worse than it was before, because before, under the union shop, the employer could hire a nonunion man, but after a specified time which the contract would state, it might be 15 days or it might be 30 days, then he had to become a member of the union under the rules of the union itself.

Now, under the Taft-Hartley law if that man is unfitted and if he refused to comply with the rules of the union, so long as he offers to pay his dues and his initiation fee, the union has to take him in or work with him for the rest of his life in the same shop as a nonunion man.

The CHAIRMAN. Are you telling me that the publishers would take in an incompetent man deliberately?

Mr. RHODEN. Well, we were discussing the Taft-Hartley law.

The CHAIRMAN. I say, do you think that they would take in incompetent men deliberately?

Mr. RHODEN. Did you say "competent"?

The CHAIRMAN. No; "incompetent."

Mr. RHODEN. You are asking a hypothetical question. Ask them that.

The CHAIRMAN. No; you were setting up a hypothetical case.

Mr. RHODEN. I did not say "incompetent." I said that maybe they have none of the character, none of the standards that are acceptable in a union.

For instance, they might be a notorious rat; they might be a person whose whole philosophy was opposed to the union.

The CHAIRMAN. Do you think that an employer could put a person like that in the union under this law?

Mr. RHODEN. Absolutely, and I disagree with your contention to the contrary in the questions you have raised today.

The CHAIRMAN. You say that an employer could put a person in whose evident purpose was to disrupt the union under this law?

Mr. RHODEN. Yes.

The CHAIRMAN. Well, you certainly haven't the right interpretation of this law, Mr. Rhoden.

Mr. RHODEN. Yes; under the language you have I can do that. You could easily have made it different by writing the language differently.

The CHAIRMAN. I am sorry I disagree with you. I think the law absolutely makes the publisher liable for an unfair labor practice if he was to do a thing of that kind.

Mr. RHODEN. I have read the law, and in my opinion that would not stand up in a single court in the land. It is too vague, it is too indefinite, and yet it is definite and specific that the nonunion member taken in by an employer cannot be discharged for not joining the union if after 30 days he is not a member for any other reason than his refusal to tender his dues and his initiation fee.

The CHAIRMAN. That is correct. Do you have your copy of the provisions? You have your provisions right in here, Mr. Rhoden under section 8 (a) (3).

Provided that no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members.

Now, I do not say that your union, for a minute, would put a man out other than for good reasons, but you do know that it has happened in numerous cases throughout the country in other unions.

Mr. RHODEN. Can you tell me, where has the law ever penalized the innocent man because of what a guilty man did?

The CHAIRMAN. I would say that it is better that 99 guilty go free than 1 innocent man should suffer.

Mr. RHODEN. Why didn't you write this law so that it would take care of the abuses and it would not interfere with the union? Why didn't you write a proviso? It could have been easily done, if you had taken the President's advice in drawing up the bill, if you had brought in people from all ranks of labor, from the employers, from the public, and from all elements of Congress, you could have written the language so it would have gotten exactly at the point you say you desire, of keeping out undesired practices of labor——

The CHAIRMAN. You admit that you have not given the courts a chance to interpret this law as yet?

Mr. RHODEN. That is right.

The CHAIRMAN. Certainly you should feel that any law should give the right to an interpretation by a court to see if it will accomplish the purpose it was meant for.

Mr. RHODEN. We are not trying to prevent that at all. We are merely trying to live and properly protect ourselves until such interpretations have been made, or until such modifications have been made in the law itself.

The CHAIRMAN. In view of the fact that Congress has taken such a flailing now, why are you taking it out on the publishers?

Mr. RHODEN. We are not. The publishers are taking it out on themselves and on us. The only issue involved in the strike we now have is wages, and nothing else, and all of the subterfuge, and all of the fine talk around it, does not alter that fact.

The CHAIRMAN. Now, you have been frank up to this time, and I have liked it. Are you telling me now that the entire battle is over wages and not on this act?

Mr. RHODEN. The strike was called solely on account of the economic reasons. We worked 34 days without a contract. The publishers were not threatening to lock us out if we did not sign a contract immediately. In fact, Mr. Bassett himself in a statement to the union, when

the executive council was here, when Mr. Randolph had stated the position of the union in the way I am going to give it, Mr. Randolph stated that the union had five objectives: No. 1 was the right of our members to refuse to work with nonunion men. No. 2 was the right of our men to refuse to handle struck work. No. 3 was the right to the jurisdiction that we have traditionally performed work under. No. 4 is no contract. No. 5 is increased wages—an adequate increase in wages, rather.

Now, Mr. Bassett in his reply for the publishers said this:

> You state you have five major objectives. You have four of those that are all right. We are not going to interfere with those four. But there is no way that you can keep your fifth—I mean, no way you can keep your fourth unless you forego an increase in wages.

So the thing is this, on the basis of that statement, we could have worked until doomsday at the old wages without a contract, just as we were before, and they were not threatening to lock us out, have never threatened to lock us out. In fact, for all practical purposes they said they would never lock us out. So we said, "All right, now, we want money. Now, if you will give us money we can get along. There won't be any trouble between us at all."

Finally, after we had been trying to get some money from them for 5 months, and after our contract had expired for 34 days, and we still couldn't get any money—and remember that the cost of living had gone up about 20 percent or better since the last increase we got, and our people were feeling the pinch and feeling it terrifically, because our living standards, believe it or not, are lower than they were at any time since World War I.

The CHAIRMAN. Why do you say that?

Mr. RHODEN. I say that for this reason, that when you take the increased cost of living, take what we are receiving weekly, or what we were receiving weekly, we will say, in 1921, and if you will take all the deductions from our pay envelope now, what is left will buy less of the necessities of life than what we were taking home with us in 1921.

The CHAIRMAN. Now, when you go into statistics you want to be able to back them up with figures. What was the comparison in living costs in 1921, taking 1939, for instance, as $100?

Mr. RHODEN. Well, the index today is about, I believe, according to you 163.8, or something like that.

The CHAIRMAN. That is right.

Mr. RHODEN. I believe you stated that here yourself.

The CHAIRMAN. Yes.

Mr. RHODEN. Now, if you go back and take our weekly pay in 1921——

The CHAIRMAN. How much was that?

Mr. RHODEN. I don't have the figure just offhand, but that figure can be supplied very easily. I will have to give you that tomorrow, perhaps.

The CHAIRMAN. It wasn't more than $40 a week, was it?

Mr. RHODEN. It was much more than that; yes, sir.

The CHAIRMAN. In 1921?

Mr. RHODEN. Yes. Our wages in 1921 were close to $60 a week. Around $60 a week.

The CHAIRMAN. What was your hourly wage at that time?

Mr. RHODEN. I don't remember, but our weekly pay was around $60 a week at that time, and today it is $85.50, and the cost of living has gone up 63.8 percent over 1939.

We did not have any income tax deductions and one thing or another out of our pay envelopes.

So I am telling you what is absolutely true. If you will take our income, our weekly income for 1921, and compare that with the cost of living at that time, and take our $85.50 today, and compare it with the present cost of living, and deduct from that the income taxes that are deducted from our pay envelope, you will find that the balance will enable us to buy fewer of the necessities of life now than it did at that time.

The CHAIRMAN. Well, I will tell you what I will do. I am going to close the meeting for today, but I will tell you what I would like to have you do in order to support your figure. It is always good, I like statistics, and I don't mean that the wages of the men should be geared to the cost of living, I think they ought to be above the cost of living, but I would like to have you get your figures for 1921 in your business, that is the hourly wage, the number of hours worked a week, and the average weekly pay, and I will take care of the rest of the matters on the difference in the income tax and the cost of living index.

Mr. RHODEN. I will be very glad to get that for you.

The CHAIRMAN. It is a very good thing to put in the record for the full committee in Congress, and we will go ahead Wednesday morning. In the meantime, if you can get those figures on the apprentices I will appreciate it very much.

We will not have a full day on Wednesday——

Mr. RHODEN. Then it will be on Wednesday that we are to meet again?

The CHAIRMAN. It will be Wednesday, because Mr. Kersten has work in Wisconsin and we have to get the record together, I have a number of papers to look over, and we will now go over until Wednesday. We will not go a full day on Wednesday. I think we will able to complete it in less than a full day.

So we will adjourn at this time until 10 o'clock Wednesday morning.

(Whereupon, at 4:50 p. m., December 29, 1947, an adjournment was taken to 10 a. m., Wednesday, December 31, 1947.)

70961—48——13

CHICAGO ITU-PUBLISHERS DISPUTE

WEDNESDAY, DECEMBER 31, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Chicago, Ill.

The subcommittee met at 10 a. m., Hon. Thomas L. Owens (chairman of the subcommittee) presiding.

Also present: Representative Fred E. Busbey.

The CHAIRMAN. The hearing will now come to order.

Mr. Rhoden, I do not recall just where we were the other day, Monday.

STATEMENT OF JOE RHODEN—Continued

Mr. RHODEN. Well, I had hoped——

The CHAIRMAN. I believe we were discussing at the time some figures that you were going to obtain with respect to wages. I mentioned I thought that would be a good subject to clear up in order to determine the wage status as compared with some other year which you picked, which I believe was 1921. That was the year you obtained the fairly substantial increase, was it not?

Mr. RHODEN. No. We did not secure an increase in 1921 at all.

The CHAIRMAN. 1920, was it?

Mr. RHODEN. Well, it was some time before that, and we should have had an increase in 1921, but we did not get one until 2 years later. We had a contract that ran from, I believe, along about May of 1920 to 1923, with an interim opening clause in regard to wages, and wages were settled only for the first year, but we were unable to get an increase at the end of that first year, and so when I was saying that we would use the 1921 figures, I was under the impression that we had secured the increase, but we did not get that until 1922.

The CHAIRMAN. Well, let's take the 1921 figures, anyway, for the purpose of determining the situation. We can always apply any factors on that.

Mr. RHODEN. Yes.

I had made this statement: That on the basis of our take-home weekly pay, our standard of living was lower than it had been any time since about 1921.

The CHAIRMAN. Well, you work how many hours a week now?

Mr. RHODEN. Now, let me say this. If you are asking that in order to establish the difference in the hourly rates, of course our hourly rates now are much higher in accordance with the usual custom of the country, and our working hours for the week are much lower.

The CHAIRMAN. Let us take the hours first and let us determine what the ratio and the hours is. I mean, in the pay per hour, and then the pay per week, and apply the other factors.

Mr. RHODEN. Mr. Chairman, if you please, I do not have the hourly figures because I had not mentioned hourly rates of pay. I had mentioned weekly take-home pay, and I mentioned that for this reason. You do not live on the basis of what you get per hour. You live on the basis of what you get per week, and it does not matter what you get per hour. It takes just as much to live per week, so I used the weekly figures and not the hourly figures.

For instance, we had in 1921 a 48 hour week; today we have a 36¼ week.

The CHAIRMAN. What is the reason for that?

Mr. RHODEN. We have to live on the basis of what we earn now for the whole week, for 36¼ hours, whereas then our weekly living standard was based on 48 hours work.

The CHAIRMAN. Well, is the employer holding you down to 36 hours? That is you own idea.

Mr. RHODEN. Let me say this: There was probably plenty of overtime on the basis of 48 hours then, and there is oftentimes much overtime now, on the basis of 36¼, but we were not basing, at least I was not, the income standard on the basis of overtime, because that would oftentimes be different for each individual. It would be almost impossible to take——

The CHAIRMAN. You took 1921, and I wanted both the hourly and weekly wage, so we can arrive at it, as I said. You took that figure, and I thought it was fair to do it, because I am of the opinion, as I stated the other day, and still am of the opinion, that the wages of employees should not be geared to the cost of living; it should be ahead of the cost of living.

Mr. RHODEN. I grant you that.

The CHAIRMAN. And I think that that is the thing that the publisher should know and determine, so I mentioned to you at the time that I thought it was about a dollar an hour. But you said they were more than that. At that time it was $1.15 an hour.

Mr. RHODEN. I do not have the hourly rates, because here is the thing——

The CHAIRMAN. I know that is what it was because I was familiar with it.

Mr. RHODEN. The only thing I could do was to secure our figures, to ask our office to give me the weekly rates for their time at that time, and so the weekly rate for 1921, which was not based upon an increase, we were entitled and supposed to get in 1921, but upon the scale for 1920 which carries us back until another year, was $55.20. That was the minimum.

The CHAIRMAN. That would be the——

Mr. RHODEN. That was the minimum, $55.20.

The CHAIRMAN. That would be $1.15 an hour.

Mr. RHODEN. If you figure it out, O. K.

The CHAIRMAN. That is right—$55.20.

Mr. RHODEN. I do not have the longevity statistics, but I believe that 48-hour week reduced our life span by some 15 or 20 years.

The CHAIRMAN. I am not arguing for that. Understand, I think that is perfectly all right, but you realize that it is difficult to go back

and say that our living standard is worse now because, for instance, working 36 hours cut off 12 hours from that time, and make the comparison just from the basis of pay alone. That would not be fair.

Mr. RHODEN. Yes, it would. It would not be fair to base it on the hourly rate at all, because much labor was working 60 hours a week then. We were working 48 a week. That was the basis; weekly hours of work. Many people worked more than 60. Many of our people work more than 48. You cannot fairly base living standards on hourly rates of today against 25 or 30 years ago. You can only base them upon the amount of money that we had to spend over a given period.

So, I used the weekly cost of living, and what our weekly income would buy. That is the only fair basis for comparison.

Now, today what we would have to do to get that picture would be to compare the weekly income, the minimum weekly income at that time, with the minimum weekly income today minus a condition now that we did not have then, which is the weekly pay roll deduction for income tax.

The CHAIRMAN. Well, you realize, don't you Mr. Rhoden—at least we have had those statistics in Washington, that showed when the hours are reduced, for instance from 48 to 40, and down to 36, that the way is opened per week for a certain number of other people to work, including members of the same family, who can also go in and work and add to the income, which they could not do before.

Mr. RHODEN. Let me say this: On the contrary, as the hours go down and the income up, it often means the stabilization of the family, so that the womenfolks can stay home, as many of them like to do, and they don't have to go out to work, but when you have long hours and long pay, as a rule people in the family who normally would not go out and work, they have to step into the picture, in order to enable the family to live.

The CHAIRMAN. You mean, if the hours are shorter, the women have to step into the picture?

Mr. RHODEN. No, they do not. Here is the thing: The principles upon which shorter hours are based is that when you get those shorter hours, that it would be at no sacrifice of weekly pay.

Now, if you see, the perfect illogicalness of the position of the workers, if they ask the employer for more weekly pay on the basis it was necessary, in other words, to either keep up or adequately increase his living standards and then to take shorter hours, with a lower weekly income, then it would show that his argument that he needed more weekly pay was just a subterfuge, and we do not feel—we do not deal in subterfuge.

The CHAIRMAN. Mr. Rhoden, there are two ways of applying that principle.

For instance, in 1938 when Congress passed the Fair Labor Standards Act, there were about 9,000,000 people out of employment in the country, and the theory of the passage of that act, in addition to raising the minimum wage to a standard that would permit people health and efficiency in interstate commerce, was to bring the hours down to 40, where they had been working 48 and 50 hours, and thereby give the other 9,000,000 a chance to gradually infiltrate into the business, and that is exactly what happened.

As a matter of fact, as the economic forces of the war were applied, the war in Europe first in 1939, and then here, they came in until we reached the point where we absorbed every one of them—not only absorbed, but reached out in the families and absorbed children who would have been in school, and absorbed women, so at the present time, with the lower number of hours, we still have a great many of those youngsters and older people working who otherwise would not be working if the hours were longer.

Isn't that true?

Mr. RHODEN. Mr. Chairman, I think that we are wasting time upon an issue that I brought in merely incidentally, instead of dealing with the main issue, which is: What is the cause of the printers' strike?

The CHAIRMAN. Now, Mr. Rhoden——

Mr. RHODEN. Mr. Owens——

The CHAIRMAN. Just a minute, please. Mr. Rhoden——

Mr. RHODEN. Now——

The CHAIRMAN. Now, I am in charge of the investigation and——

Mr. RHODEN. All right. We are equal American citizens——

The CHAIRMAN. I know we are.

Mr. RHODEN. If you——

The CHAIRMAN. Please accord——

Mr. RHODEN. Now——

The CHAIRMAN. Listen, Mr. Rhoden——

Mr. RHODEN. Mr. Owens, let me tell you this: We are equal American citizens. You are a servant of the people, not the master.

The CHAIRMAN. That is correct.

Mr. RHODEN. And——

The CHAIRMAN. I am conducting this investigation.

Mr. RHODEN. Proceed.

The CHAIRMAN. Please, Mr. Rhoden. I will have to ask you to cease even talking here if you are not going to act like a person is going to act as a witness in court.

Mr. RHODEN. Mr. Chairman, it was you who raised your voice. It was you who voiced language toward me that was unnecessary and discourteous, and if you wish to conduct this hearing upon a more courteous basis, I shall be glad to continue with my testimony. If you do not, the only thing the union can do is to withdraw.

The CHAIRMAN. Mr. Rhoden, you are the one who brought up the subject of wages and prices and hours. I asked you to bring in information and you said you would. I do not tell you how to handle your union, nor do I want you to tell me how to handle my investigation, nor what matters are to be investigated and what not, and if you are willing to sit down and let us proceed with this investigation along that line I will be glad to do so.

If you feel that I have raised my voice and harmed you in any way, I apologize for it.

Mr. RHODEN. All right. All right.

(Shaking hands.)

The CHAIRMAN. Let's proceed.

Mr. RHODEN. I am delighted to answer any question and I merely voiced an objection to a particular thing because I felt like it was wasting time. If you feel like you want to take time to go on with that, that is all right with me. I have no objection to doing it.

The CHAIRMAN. I do, Mr. Rhoden.

Mr. RHODEN. I simply expressed my opinion that we were wasting time, but if you think differently, I have no objection to take whatever time is necessary.

Mr. BUSBEY. Mr. Chairman, may I make an observation?

The CHAIRMAN. Yes.

Mr. BUSBEY. I believe I understood correctly in Mr. Randolph's testimony that the only thing of issue in this strike at the present time is wages?

The CHAIRMAN. That is right.

Mr. BUSBEY. And if Mr. Randolph's statement was correct, which I think it was, then I believe the proceedings here and the discussion of wages and hourly rates is very pertinent to the matter under investigation, according to Mr. Randolph's own testimony.

The CHAIRMAN. I thank the gentleman from Illinois for his observation because when matters like this are being carried on and we are all under a certain amount of strain, and we feel that we want to bring out the facts that are going to be helpful, just as the union feels it has certain prerogatives and rights, and just as the publishers probably feel the same, Congress feels the same way, and the Members of Congress, to make an investigation, they feel they are not wasting time; they want to get down to facts.

It is true that Mr. Randolph did make that observation about living costs and applied it only to the last year, and then we had the discussion concerning back to 1939, and then Mr. Rhoden raised 1921, and I thought it was fair that we should be able to give the publishers a figure, and while you think that this might affect your interests adversely—I would judge that from the way you are speaking—I believe you will find differently, because even if you find that there might be a percentage the other way, we are facing increased costs of living every day now, not only in food, but just as soon as rental control might be removed we are going to have higher rents, and we naturally have to look forward to workmen being ahead of the cost of living, not behind.

There is nothing in my investigation that is going to do anything except bring out facts which we feel will be helpful to both sides.

Mr. RHODEN. Let me correct one misapprehension you have there, Mr. Chairman, and that is, that I had the slightest fear that a thorough investigation of our relative living standards now on the basis of our income compared with 1921 would harm us.

I am perfectly willing to have that looked into. I am perfectly willing to have the microscope turned upon it, because that statement that I made is true, so if you wish to go into the hourly phase of it, it is perfectly all right with me, but I insist that it is not the hourly rate that is the issue, but the weekly income, because we have to live on a weekly basis.

The CHAIRMAN. I agree with you on that.

Mr. RHODEN. All right. Then I think we understand each other.

The CHAIRMAN. I was simply trying to straighten the fact out, as I mentioned before, that more people do work with lesser hours, women and children in the family, and it does bring more income into the same families rather than less, because that balances itself between the fact that more people are employed by having lesser hours.

It is a factor on the cost of living as well. But we will take both figures and we will apply them.

In other words, take $1.15 an hour, at that time, as the figure. What is the hourly rate now?

Mr. RHODEN. Permit me to say rather facetiously, Mr. Chairman, that due to the strike there is no hourly rate now, unfortunately.

The CHAIRMAN. I realize that.

Mr. RHODEN. But I can give you what the rate was up to November 24.

The CHAIRMAN. What was it for November 24?

I feel better when we are functioning this way.

Mr. RHODEN. Mr. Owens, I assure you there is nothing personal in this.

The CHAIRMAN. I know, Mr. Rhoden. I have enjoyed our chat Monday, and I hope to just as much today.

Mr. RHODEN. The minimum scale today, the hourly rate—you know, you always want to ask me something that I do not have the information for right at hand. [After looking for information]: The minimum today is $2.35862, which would be almost $2.36.

The CHAIRMAN. Let us call it $2.36. It is closer to it. It will not make much difference anyway.

And what is the weekly pay?

Mr. RHODEN. $85.50.

The CHAIRMAN. And what have you been averaging, with any overtime at all, on the average?

Mr. RHODEN. Well, some papers have virtually no overtime; other papers have some overtime. It would be impossible to strike an average. In my own case, I do not believe I have worked an hour's overtime, have not been requested to work an hour's overtime, I would say, in 10 years' time.

On the Daily News there has been almost no overtime. On some of the other papers, almost no overtime. On some papers there has been some overtime and on other papers there has been a fair amount of overtime, due solely to the peculiar condition at the time of that paper.

The CHAIRMAN. Let us forget about the overtime completely.

Mr. RHODEN. That would be the only way. I could not give the average of 1920, 1921, or today.

The CHAIRMAN. Let us forget about that. Let us take the straight time and apply the factor of $55.20 against $85.50. That is considering the fact that we have approximately 11¾ hours' work less, but we will skip that, too.

Mr. RHODEN. It is the only way we can compare it.

The CHAIRMAN. That gives us $30.30 more.

Mr. RHODEN. Yes.

The CHAIRMAN. As against a previous $55.20. That gives us approximately 55-percent increase.

Mr. RHODEN. In other words, over 26 years, we have been able to put into the weekly pay envelope, only $30.30 more.

The CHAIRMAN. Just a minute.

Let us see the cost of living. You have gotten an increased cost of living since then, so you will not have 55 percent. In 1921 you had an index of 127.7.

Mr. RHODEN. One-tenth more than I had.

The CHAIRMAN. And as compared with 163.8 today.

Mr. RHODEN. Now, here are my figures for Chicago, and if you have Chicago figures they will be slightly different from that.

Mr. Chairman, my figures are for Chicago, and since we are dealing only with Chicago, I think we should use those figures——

The CHAIRMAN. We skip the possibility of overtime, and I think any difference there will balance that factor because in doing things, you can only take the figures from Congress, from the BLS. Mr. Randolph mentioned that the other day. We have no other authentic figures.

Mr. RHODEN. We have the figures from the Department of Labor for Chicago, and in December of 1921 my figure is 127.6. I could not get them for later than October of this year. The cost of living is higher now than it was in October.

The CHAIRMAN. No. The index is the same.

Mr. RHODEN. The October figure was 167.3 for Chicago.

The CHAIRMAN. Well—I haven't that.

Mr. RHODEN. You have it for the country.

The CHAIRMAN. We will take it for the country. I would rather take country figures.

Mr. RHODEN. You can't——

The CHAIRMAN. I will take the 167 figure then.

Mr. RHODEN. Otherwise, we will not get the true picture. If we are dealing with Chicago let us use Chicago figures. If you want to deal with the country, we would have to get the average income of our printers throughout the whole country for then and now.

The CHAIRMAN. That gives you 30 percent.

Mr. RHODEN. No. According to my figures it gives me 31 percent increase. In fact, a bare fraction over 31 percent.

The CHAIRMAN. I have not quite 30½ percent.

Mr. RHODEN. Mine is 31.

The CHAIRMAN. We won't argue.

Mr. RHODEN. It is close.

The CHAIRMAN. We will call it 31 percent, if you wish.

Mr RHODEN. All right.

The CHAIRMAN. That gives us a 24 percent increase over your cost of living, but you have an income tax figure now that is over what you had at that time.

Mr. RHODEN. In fact, most of us paid no income tax at that time.

The CHAIRMAN. At that time a married man with two children, which I would say would be most of you; isn't that true? Is that the average, or more?

Mr. RHODEN. I didn't pay any at that time.

The CHAIRMAN. Well, single men did pay at that time. Single men paid on all over a thousand dollars.

Mr. RHODEN. I never paid any income tax at that time, and only paid until comparatively recently.

The CHAIRMAN. You were married and had children at that time, didn't you?

Mr. RHODEN. No. Let me see. No; I did not have children at that time.

The CHAIRMAN. Of course, you still had an exemption of $2,000?

Mr. RHODEN. Yes, and I never earned that.

The CHAIRMAN. There is the factor of expenses, certain exemptions that you have beyond that, which undoubtedly used up the balance.

In other words, if you figure at that time on the basis of $55.20 a week, even assuming that there was an income of $2,600, approximately $2,700, don't figure 52 weeks a year—did you work 52 weeks a year?

Mr. RHODEN. Sometimes, some of us.

The CHAIRMAN. Well, of course, we are taking—do you have statistics as to your yearly wage?

Mr. RHODEN. We could get them, but I did not think there would be any occasion to have them.

The CHAIRMAN. We will have to assume that is what it is. We will call it approximately $2,700 a year, so that, of course, a married man with an exemption of $2,000, with two children, would not be paying any income tax at all.

At the present time, on the basis of just an increase of 24 percent in that pay, approximately a quarter or about $700, and would bring it up to about $3,450. Your married men with two children are using it, and using the same basis of exemption, $2,700, you would have $2,000, and giving him $500 towards his other points, $2,500, he would pay on $900, and of course, he would pay approximately 20 percent or $180, which against the whole total would give him about 7 percent.

In other words, you have 7 percent cut off of your 24 percent, which just leaves above the entire cost of living, taxes and all, about 17 percent beyond 1921.

Is that right?

Mr. RHODEN. No. No. Here are my figures.

I took the person with no dependents, the person with one dependent, the person with two and three dependents, and I deducted in each case the income of the person in those different brackets.

Now, the person with no dependents, he has, according to my figures, 27 percent more weekly take-home pay now than he had in 1921. The cost of living is 31 percent higher. That would leave him 4 percent under the standard of 1921.

The CHAIRMAN. Let me say now: You take the single man back there, made his exemption; it would only be a thousand dollars. Then of course, he would have to figure the same factor on his being allowed say 10 percent on his amount that he would make, which would give him about $300, an exemption of $1,300. An exemption of $1,300, from the $2,700 we figured, would be $1,400, and at that time your application of that would be about 4 percent, or $56.

That man now would be taking the same amount—he would be taking that same amount of $1,300. He would only be allowed $800. That would give him $2,900. On a basis of 20 percent, which would give $580, around $500 more, or $10 a week, which would be against $80, would be about one-twelfth, which would leave him 12 percent beyond.

Mr. RHODEN. Let me finish mine.

The CHAIRMAN. He is not the average.

Mr. RHODEN. What I was trying to do was to take the category of the single man, the married man, the married man with one child, the married man with two children, and here are my figures, continuing——

The CHAIRMAN. Take the single man and explain your figures.

Mr. RHODEN. The married couple today, make $85.50. There would be $13.20 per week deduction.

Mr. BUSBEY. How much?

Mr. RHODEN. $13.20. I am using the official table for deduction.

Mr. BUSBEY. The first figure was what?

Mr RHODEN. $85.50. That is the present weekly income.

Mr. BUSBEY. And deductions?

Mr. RHODEN. $13.20.

Now, that would leave him $72.30, and that is 30.9 increase over the 1921 earnings, which would still put him slightly under the living standard of 1921.

The person with two dependents——

The CHAIRMAN. Just a minute, Mr. Rhoden. I cannot see those figures.

Mr. RHODEN. Well, I can't see yours.

The CHAIRMAN. Well, Mr. Rhoden, if you have $85.50 a week, you can figure it. You do not have to guess. You can figure.

Take 52 weeks, the actual amount. That is $4,446 a year. You have an exemption of a thousand dollars, and you have the 5 percent general beyond that, correct?

Mr. RHODEN. I am figuring upon this basis, that in——

The CHAIRMAN. Which would give you 225——

Mr. RHODEN. In 1921, with a wife, I had to pay no income tax.

The CHAIRMAN. We are not figuring on individuals.

Mr. RHODEN. And I was working full time at that time and I paid no income tax because I did not owe any.

The CHAIRMAN. Theoretically, you would owe—we are taking the $55.20—theoretically, without taking off $2,000, you would have $700 in which to put certain exemptions for charities, and we apply the same factor of 10 percent. It would give you $270, and you would only have to pay on $430, but there would be a payment.

Mr. RHODEN. Figuring the same exemptions now that I had then, with just a wife I had no income tax to pay, and today I have to pay rather severely.

The CHAIRMAN. I am not talking about any individual when we are discussing figures.

Mr. RHODEN. That is what I took.

The CHAIRMAN. I agree with you that a person could figure out, I suppose, what to do with the other $430, but technically, you would be paying on——

Mr. RHODEN. What I am doing is taking actual conditions, myself and others, and then as I say, take the married man with one child, and that person would have an increase in take-home pay now of 33.9.

Now, that would put him——

The CHAIRMAN. How do you——

Mr. RHODEN. For——

The CHAIRMAN. He would have to pay on $3,200. A married man, if he was making $4,446——

Mr. RHODEN. I am basing everything now upon the weekly deductions, the weekly pay-roll deductions.

The CHAIRMAN. I know, but that isn't the application. That is not the way you apply it because some men are given a credit and some have to pay more, depending on the particular situation. When you

have figures, you can take them exactly. You do not have to take the weekly amounts.

You have $3,200. All you have to do is apply your factor which is nineteen and a fraction percent. You have a 22-percent factor, with 5-percent deduction. You could call it a straight 20 percent, which would give the man $640 tax, which is a fairly severe tax, and divided by 52, it——

Mr. RHODEN. According to my figures, that man, his standard of living, you might possibly figure it, 1.9 higher now than then.

Then I take the person with three dependents, a wife and two children——

The CHAIRMAN. Well, that man, taking that man, he has approximately $1,320, for deductions, would give him about 15 percent that would be taken from his pay for taxes. That is correct?

Mr. RHODEN. Well, his weekly deduction would be, the man with the two dependents, $11.20. I am using the United States official figures.

The CHAIRMAN. It is even more. It is 15 percent. I would say, taking that 15 percent from the 24 percent, it just leaves him about 9 percent better, but he has to face a possible increase in the cost of living for that 9 percent.

In fact, next year may wipe that out very easily.

Mr. RHODEN. Otherwise, we are agreed as I said, that our living standards were lower than at any time since about 1921, and I think that you have substantiated it by those figures.

The CHAIRMAN. What does the man with two children, which we say is the average——

Mr. RHODEN. Well, that person, according to my figures his take-home pay is 38 percent higher. Compared with the 31 percent higher cost of living that would leave him about 7 percent better off, but when I use these figures, I was taking the average all the way around of all the members of the union, so in the case of two classes, their living standards are less; in the case of another standard, 1.9 higher, and in the case of another, approximately 7 points higher.

Now, our figures are, substantially, so far as the practicableness of them are concerned, pretty close to the same.

The CHAIRMAN. I won't argue with you on that. What I feel is that we have a situation where the average of us are enjoying a higher standard of living than in 1921 from the standpoint of food and clothing and housing and so forth, but I say, the future is filled with peril if things continue as they are.

I don't see any reason why wages should be geared to the cost of living in any way. I felt that I wanted to bring this out when you mentioned these figures. It does not substantiate one or the other that the men have a lesser take-home pay than they had at that time, because it appears they have just as much or a little more.

Mr. RHODEN. Let us get the record straight: Some of them have slightly more; others a little bit less. Otherwise I think we have to admit this: That with all of our splendid union efforts, all of the energy, all of the effort that we have put into our union in all of these years in view of the opposition that we had to battle to raise our living standards, that here after 26 years, we are faced with a condition whereby our living standard is approximately the same as it was then, when you and I both agree, that it should be considerably above.

The CHAIRMAN. Well, I think there has been some progress, not that I am going to go one way or the other, but when you have accomplished for the men 12 hours less work per week, and when you have accomplished for them the ability to meet all of the increased living costs since that time, with the rising standard of living that we have had in this country; people are eating better—that is, the middle-class people—than they were at that time. Food is better. Clothing and homes, on the average, are better.

I think you have accomplished a great deal for the men.

Mr. RHODEN. We agree that we have accomplished in lowering the workweek and thereby considerably lengthening the life of our membership. But I will say this: I could eat Thanksgiving turkey in 1921. I can't afford it now.

The CHAIRMAN. That is becoming personal. We don't know what you do with your money.

Mr. RHODEN. I wonder myself.

The CHAIRMAN. I wonder what happens to mine sometimes, too. Well, I think that covers that point.

Now, on the matter of apprentices——

Mr. BUSBEY. I would just like to clear up one thing:

You were talking about the take-home pay. That is a term that has crept into the country since Congress passed what is known as the withholding tax; isn't that right?

Mr. RHODEN. I presume we could agree upon that.

Mr. BUSBEY. Now, you said the wage is $85.50. There are deductions of $13.20, which makes take-home pay of $72.30.

Now, I would like to get your ideas as to whether the withholding tax should be continued as it is, or whether we should revert back to the system that was in vogue before we had the withholding tax, of having the men take home $85.50 and then make out their income tax individually and pay their tax directly to the Government?

Mr. RHODEN. Now, answering solely for myself, not for anyone else, I would much prefer to have it taken out weekly than to go back to the old plan, because I don't have such a headache now on the 15th of March.

Mr. BUSBEY. Well, isn't it a fact that the average man considers his take-home pay, after the income tax has been deducted, as his weekly pay, rather than his weekly pay before the deductions are taken out?

Mr. RHODEN. I wish you would repeat that, Mr. Busbey. I did not quite understand.

Mr. BUSBEY. Isn't it a fact that the average man considers that his weekly pay is what he takes home after the withholding tax is taken out, rather than the scale that he gets, because he gets a certain amount and he does not have to get the full amount and then make out his income tax and pay his income tax direct to the Treasury Department?

Mr. RHODEN. No. I think that the average worker is a man who is fully capable of proper evaluation and he weighs that on the basis of what that means for him over the year, and not just on the basis, "Well, I don't have as much now as I did before," and forgetting about the headache on March 15. He doesn't forget any of those things. He takes that, all of that, into consideration.

What he means is this, "That my yearly living standard, based upon the weekly cost of living, is such now, and it was another thing back before we had this pay-roll deduction." He is taking the yearly in-

come into consideration, I feel, and not just merely the actual money he takes home.

Now, remember that I can't speak for the other person, but my experience leads me to believe that the average person takes all of these factors into consideration.

Mr. BUSBEY. Well, I have interviewed a great many workers on that particular problem and I might say that the result of my survey does not check with your personal experience.

Mr. RHODEN. Well, let me say, Mr. Busbey, that you may question working people, but I live with them all the time.

Mr. BUSBEY. Now, you have had a reduction of 12 hours in the workweek. Does your union ever take into consideration the fact that maybe some of these men supplement their incomes by outside work or outside employment, other than their regular business?

Mr. RHODEN. Mr. Busbey, first let me suggest that we don't cut corners. The reduction has been 11¾, not 12, so let's don't call it 12 when it is not 12. The next time I go to talk with the publishers to get another fifteen minutes off, they will be using your figures instead of mine.

Mr. BUSBEY. I wouldn't want that.

Mr. RHODEN. I want the figures accurately.

Mr. BUSBEY. I understand the merchants on State Street do that. Instead of pricing an article at $1, they price it at 99 cents or 98 cents.

But the fact is that the workweek at the plant has been reduced by 11¾ hours.

Mr. RHODEN. Thank you.

Mr. BUSBEY. It does leave time, and some people do supplement their income by work outside their regular place of employment, and I am just wondering if your union has any statistics on that, or record of it?

Mr. RHODEN. We have no record along those lines. If an individual wants to, and I don't know whether any of them do—we don't check into the outside earnings or activities of our members. We are not concerned with that. We are only concerned with bringing their living standards up to an adequate point on the basis of their work at the trade.

What they do outside of that, I could not tell you the least bit. Each individual's problem would be perhaps different, but I would imagine back when they worked 48 hours, that some of them did; most of them perhaps did not, and my opinion, which wouldn't be based upon a survey at all, would be that perhaps some still do, and most don't.

Mr. BUSBEY. That is all.

The CHAIRMAN. It wouldn't make——

Mr. RHODEN. Let me point out this: The object of our reduced workweek is not that we are going to work at something else, but that we are going to be able to live fuller lives by having opportunities to follow our hobbies, to take a greater interest in political affairs, in church affairs, fraternal affairs, and to spend more time at home. It is raising the cultural level, not just purely for the raising of the economic level.

Mr. BUSBEY. I might say, Mr. Rhoden, the only reason I brought that up is that I have been making a survey among the postal employees and I find that because of the hours that they are permitted to work now, it is almost necessary for them to go out and supplement their work outside of the post office in order to make a living wage.

Mr. RHODEN. I would recommend that Congress do something about that.

Mr. BUSBEY. I am trying to. I agree with you and I am working on it, Mr. Rhoden, and I hope I will be able to do something for them.

Mr. RHODEN. Thank you.

The CHAIRMAN. I made that a part of my last weekly letter, in setting forth the fact that upon the investigation that I brought out to Mr. Randolph the other day, that while the American worker, the average person in industry has received a 114-percent increase, that there are five groups of people—Government employees, State employees, white-collared workers in many businesses, people with pensions and other fixed incomes, and persons who are dependent upon the rentals of buildings for their incomes—are practically at a level of 25 to 30 percent on the average, below this point, and they must be brought up.

That is the thing to be considered, and I think that, as you said before, and I think you hit the nail on the head, that while we have 11¾ hours, some of it can be utilized to work overtime for the publisher, or some in other places. Some more people can come in and work from the same families, but if they do not desire to do that and wish to use that 11¾ hours for culture, they are still enjoying the same, approximately the same, standard of living that they had in 1921, with that increase.

I think on that basis you have done a great deal for the men, as you said before.

Mr. RHODEN. We can agree. Thank you.

The CHAIRMAN. On the matter of the apprentices, you were going to have figures on that?

Mr. RHODEN. Yes.

Now, these are the latest available figures and they are the figures given at our national convention in August of this year, in the July issue of our Typographical Journal, and we had at that time 6,500 apprentices, and an additional 745 who are graduating during the year, which would give us beyond 7,000 apprentices, compared to a total number of our members actually working at the trade, of 63,757.

The CHAIRMAN. Didn't you mention the other day that you had 87,000?

Mr. RHODEN. Evidently my figures were overestimated. The total membership I have here according to that record, is 84,699. We could say approximately 85,000.

Now, it looks to me like I was overshooting the mark about 2,000. I was giving you a rough estimate.

The CHAIRMAN. That would be 1 to 12?

Mr. RHODEN. That would be about 85,000. Actually, it figures up 7,245 apprentices at that time.

Now——

The CHAIRMAN. What time was that?

Mr. RHODEN. The figures were for about June. They were in the official annual report submitted to our convention in August, and these figures were made up in July and I believe that our fiscal year ends about June.

The CHAIRMAN. Well, for the entire United States the figures would be about 1 to 12 approximately; 1 apprentice for each 12 journeymen?

Mr. RHODEN. Yes.

The CHAIRMAN. Now, what is it in Chicago?

Mr. RHODEN. In Chicago, it works this way: I can read you the standards governing that. I will read it for you in both the newspaper and commercial end of it.

The CHAIRMAN. I didn't mean the standards.

Mr. RHODEN. No. What I——

The CHAIRMAN. What are the figures? We have the exhibits. We will read the exhibits and we will apply the facts on that, but we would like to have the figures, and let us determine whether or not the figures meet the standards.

Mr. RHODEN. Well now, remember this: We take in many additional people beyond that. I pointed out to you that we had taken in since 1937, 42,000 members, and our total membership, mind you, is only 85,000, and the actual working membership, 63,857, and yet we have taken in 42,000 people in the last 10 years, and those being the young people, are all working people, see?

Otherwise, we have taken in, about two-thirds of our entire working membership have been taken in during the last 10 years, through graduating apprentices, through bringing in competent nonunion people, on the basis of two different ways of bringing them in: One is, the nonunion man just applies directly to us, and if we can possibly find a job for him, and he is competent, we take him in, or where we organize a nonunion shop, we bring them in that way.

So, we have taken in as high as 7,880 a year.

The CHAIRMAN. That is a tremendous number, 42,000, in 10 years.

Mr. RHODEN. Yes.

The CHAIRMAN. What was the death rate during that time?

Mr. RHODEN. Well, our average death rate now is about 65½ a year, so actually how many died, I don't have that.

The CHAIRMAN. In other words, you have had a 40,000 increase?

Mr. RHODEN. 42,000 increase.

The CHAIRMAN. Applying the death rate—how many did you have 25 years ago?

Mr. RHODEN. Members of the union?

The CHAIRMAN. Yes.

Mr. RHODEN. Well, I don't have the figure for 25 years ago. You keep asking me about figures I am not prepared to give you.

The CHAIRMAN. What I was thinking is this: I was here on an investigation of the building trades in different parts of the United States, where we ascertained there are approximately 25 percent fewer craftsmen than there were 25 years ago, to take care of 25,000,000 more people, and you people seem to be getting some of those craftsmen, because you certainly have made an increase while others had a decrease.

Mr. RHODEN. Mr. Chairman, as I told you the other day, our entire object has been to adequately serve the industry, and that is what we have done, both from our apprenticeship method of entry, which turns out the finest skilled craftsmen, I believe, of any industry that you can find in America.

The CHAIRMAN. Well, I appreciate that, but in connection with Chicago, I want to get so we can apply the factors as to whether or not you have done that. We can't just go down and tell the committee that is what it is.

We have to give them figures. Now, what are the figures in Chicago as to the number of journeymen you have, and how many apprentices are in training?

Mr. RHODEN. Yes; I can give you that.

Now, our present total over-all membership is approximately 5,200 as of the present time. Now, 575 of those are on the pension list. A considerable number of others are not working at the trade, and the actual number working at the trade is 4,453.

The CHAIRMAN. Well——

Mr. RHODEN. Not deducting, Mr. Chairman, the 1,600 not working now by virtue of the fact that our newspaper publishers are no longer friendly to us.

The CHAIRMAN. We will take all of those figures.

Now, just give us the number of apprentices.

Mr. RHODEN. We have 310 apprentices.

The CHAIRMAN. In other words, on the basis of all of your membership, it would be approximately 17 to 1, and if you had it on the basis of your working membership, of those actually working at this time, it would be about 14½ to 1?

Mr. RHODEN. Yes. I can tell you what that might be, where it might be a little bit less. We have, must have about a hundred shops in Chicago where the facilities are not adequate to train apprentices. The equipment is not sufficiently complete for us to permit them to train apprentices, so we have this requirement, that there must be four journeymen working in a shop in the commercial end, before they are entitled to an apprentice.

In shops less than that, in almost every instance, they would not give adequate training, and it would be unfair to an apprentice to let him come in a shop to learn in the required time, so one of the standards we put in our contract, approved mutually by the employer and the union, is that the apprentice training must be entirely adequate to make him a real, finished journeyman, or a master printer at the time that he graduates into a journeyman.

The CHAIRMAN. Do you have tests——

Mr. RHODEN. Yes.

The CHAIRMAN. After a certain length of time, after 2 or 3 years, to give a man a chance to show that he is capable of filling the job?

Mr. RHODEN. Would you like to have me read what the actual contract provides? You have asked a question that I perhaps can answer better that way.

The CHAIRMAN. If you feel that is the better way, do it, Mr. Rhoden.

Mr. RHODEN. Now, the job training, the foreman and the chairman jointly, the chairman is the union representative in the shop; the foreman, of course, is the employer representative, and they are required to test the ability of the apprentice during the first year of his service, to determine his fitness for the trade.

You see, it is a joint union-employer responsibility.

At the end of the first year the apprentice shall receive a written statement of the qualifications, a copy of which will be submitted to the joint apprenticeship committee.

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By way of explanation, that joint apprenticeship committee is a committee that is composed of an equal number of representatives from the union and from the employer. [Reading:]

If in the judgment of the joint apprenticeship committee, he is proved incapable, he shall then be refused further work at the trade.

In the first year, the apprentice may be assigned by the foreman to general work in the composing room which he may be deemed capable of doing.

In the second year, an apprentice shall be employed at least 75 percent of his time on hand composition and distribution. He shall be given opportunity to set reprint ads and job work. During the second year, apprentices may be placed in the proofroom as copyholders, if copyholders are employed in such office, for a period of 6 months.

In the third year, an apprentice shall be employed at least 75 percent of his time on the floor at hand composition and distribution. He shall be given opportunity to set ads and job work from manuscript, and assist on make-up and imposition. Provided, that in offices where typesetting devices are in use, an apprentice, in the first 6 months of his third year, may be employed on bank work. No apprentice shall be permitted to do bank work at any other period of his apprenticeship.

In the fourth and fifth years, an apprentice shall be employed at least 7 hours each day at hand composition, distribution, make-up and stone work.

In the sixth year, an apprentice shall be employed full time at floor work; provided that in offices where typesetting devices are in use, such as linotype, intertypes, monotypes, teletypesetters and other new typesetting devices introduced into the composing room, apprentices shall be given the option of working the entire sixth year on such machines.

The apprentice should be given every opportunity in this last year of the apprenticeship to work at all intricate imposition and lock-up and do everything in the composing room to give him a thorough knowledge of the craft.

Now, there are provisions in other places in here, whereby each year, his progress must be approved by the joint standing committee, and I might say that we have now a provision to take care of the men who were apprentices and who lost time in the service, so as to make it possible for those men not to have spent 2, 3, 4 years of their time defending our country, and then not have to take a complete loss on their apprentice period, so we have made it possible, if they can do the work efficiently enough, and if they can complete their 150—I believe it is, some-odd lessons in printing, to the satisfaction of the joint apprenticeship committee, that they can complete their apprenticeship in 4 years of actual work at the trade instead of 6 years.

The CHAIRMAN. That would be even more. That would make it even more difficult for them in one way than the man on the job right along?

Mr. RHODEN. That is right. That is not compulsory. That is their privilege, if they can.

You were speaking the other day of these prodigies who would enter college at 12 or 13. If those should come along and can do it in 4 years, we give them the opportunity, but very few of them do.

The CHAIRMAN. You are talking about them in the service?

Mr. RHODEN. At any time, if a person can really show his fitness to be a journeyman, we will give him a chance to become a journeyman.

The CHAIRMAN. Do you have that in your rules?

Mr. RHODEN. It is in our international law. Let me state: It is to our interest to do it. We don't want an apprentice who can do that work, and is doing it, under the journeyman's scale.

The CHAIRMAN. What test do you give to these men? What tests did you give to these 42,000 men in the last 10 years?

Mr. RHODEN. Well, a lot of those are apprentices. Of course, they met the usual test. The other is this. We have two tests. One would apply to the shop that we go into and organize and take in all of them.

The other would apply to the nonunion man who just comes to the union and wants to join. When he comes to the union and wants to join, we ask him what his qualifications are, how long he has worked in different shops, can he do all of these things, and how much he is being paid.

If we don't feel like that is enough to enable us to understand thoroughly his competency, then we will give him tests.

Remember, we are experts in that, because that is our business, and if the man can meet the standards, we will accept him. If he is working in a nonunion establishment, and we go in there to organize that shop, when we draw up the final contract, every man that the employer is willing to pay the journeyman scale to, we accept his evaluation of the man's ability, but if he comes in and says: "Now here, this man is not quite a full-fledged journeyman, and I don't believe we would be willing to pay that man the journeyman's scale," then we will inquire into the competency of that man, and we will let him take enough additional time at apprentice rates, to become a thoroughly efficient journeyman.

The CHAIRMAN. When you would organize a plant, for instance, where you would go in a hundred percent, and you finally got to the point where you got 51 percent, and then took the vote, so that you brought in the entire hundred, would you check those other 49 first to determine whether or not they are fit before you took it over as a union shop?

Mr. RHODEN. No; because as I said just now, all of them are not fit. We would consider just about what their qualifications were, and we would give them proper classifications on the basis of their ability; second-year apprentice, third-year, fourth-year apprentice, and then give the same efficient training from the time we took over that we give our own apprentices.

But all of them who are competent to do journeyman's work, we of course would give them a journeyman's card immediately and they would have to be paid not less than the standard journeyman rate.

The CHAIRMAN. From the standards point of apprentices, with the 5,000 in training, it is apparent that——

Mr. RHODEN. Mr. Chairman, could I correct your figure and say 7,000?

The CHAIRMAN. Well, 7,000 in training, I meant to say. A thousand a year—that would be only about 7,000 a year, on the basis of 10 years, but let us call it 7,000. That would still leave you 35,000 new men that you brought in in that time. In other words, 50 percent approximately, of your entire total.

It would appear that your apprenticeship system must have been inadequate up to that time, that would force you to do that.

Mr. RHODEN. Not necessarily, for this reason: You see, I have not broken this down into how many of that 42,000 were graduating apprentices. There may be times when the apprenticeship ratio would be much higher. It is less now than normally on account of so many of our apprentices were the right age to go into the service. We lost

many of those people. Many would come back, perhaps incapacitated for the trade, or many, many other things.

The CHAIRMAN. Well, isn't it apparent that the law now permits something which was not the practice before the passage of the National Labor Relations Act, which makes it possible to bring these other members in, just as soon as you organized one-half—doesn't that help in increasing your membership in the last 10 years?

Mr. RHODEN. I don't know how many have been organized on that basis. We would have to have those figures broken down, and because I did not anticipate that, I do not have that available. All those figures we have, but I can't give them offhand, because they are quite voluminous, and I can't carry those things around in my head.

The CHAIRMAN. I am trying to get those figures. Mr. Pilch is going to send us within 10 or 15 days—make it 15 if you choose—and if you will also send us a complete statement to supplement what you have testified to orally, place those figures in there. I would like to have those figures.

What we want to do is to determine in what way the National Labor Relations Act might have helped while it was also harming, in order to appraise the entire situation, so that if it did aid in bringing men into your union during the past 10 years who are competent and enabled you to meet the test of work, that is something that we have to figure, and I would like to know from you just how many you were able to bring in as a result of the act, where for instance, you organized plants and brought in the entire group, and how many of those men, if you have it, that you had to place back on apprentice training after you brought them into the plant.

Could you give me those figures?

Mr. RHODEN. We can get those figures for you, I feel sure. Otherwise, if we have them available, we certainly will make them available to your committee.

The CHAIRMAN. You see, the thing I am trying to get is this: Prior to the passage of the National Labor Relations Act, when you were dealing throughout all these years by contract, you just dealt for your own members, didn't you, and if you had trouble with the publisher, you would have to just go out on an economic strike, in order to achieve your end; isn't that true?

Mr. RHODEN. Would you repeat that question?

The CHAIRMAN. Well, I am saying that prior to the issuance of the National Labor Relations Act, while working under contract, if the publisher did not accord with your view and you had to enforce it, you would have to do it by an economic strike, wouldn't you?

Mr. RHODEN. Let me say this: That we existed for decidedly the major portion of our life before there was a Wagner Act. We got along with the employer just as well before the Wagner Act, as we have ever been able to get along afterward.

The CHAIRMAN. That is just what I mean. It was your relationship with the employer that took care of the situation. All the act probably enabled you to do is bring people in automatically who prior to the passage of the act you could not have brought in.

Mr. RHODEN. No, Mr. Chairman. We organized just as efficiently before the act as we have ever since the act. The Wagner Act helped the workers in those industries not organized, where the employer used thugs and gunmen and spies, and every illegal method, in preventing contracts.

The CHAIRMAN. Yellow-dog contracts, blacklisting?

Mr. RHODEN. That is right. That did not apply as a rule to printing employers. It did to some.

For instance, the Donnelley concern, and a few others.

The CHAIRMAN. On the whole, it applied to most of the others, a great many of other industries, rather than to the printing employment. You were able to get along with the publishers.

Mr. RHODEN. Yes.

For instance, now, you take many of the well-organized industries like the construction workers. That would include the building workers, the railroad employees—the printing-trade unions, the Wagner Act did virtually nothing for, but it was a godsend for the poor downtrodden workers in those plants where the employer used everything that was un-American to prevent him from organizing.

The CHAIRMAN. What I was thinking of was the fact that when you have just doubled your membership in 10 years, that you certainly must have helped a great many other men who probably were deserting, might have been deserting the printing trade and going into other businesses, and you have just doubled your membership in the last 10 years by bringing them in, and enabled 42,000 men to achieve this standard of $85 or more a week, who otherwise might have been struggling for much less elsewhere; isn't that right?

Mr. RHODEN. We probably took care of the industry just as adequately in each 10-year period before that, but I didn't feel like you wanted to have the whole hearing cluttered with endless figures.

The CHAIRMAN. Well, I might say to you that your theory is correct, that in the passage of this law, insofar as we are concerned, that it was not intended to reach out to unions such as yours that had been handled so well for a hundred years, but it is based upon the fact that a great many other unions, where the very things you mentioned were happening to people in those unions, to give them those individual rights that you had been enjoying.

Mr. RHODEN. You mean——

The CHAIRMAN. That is why I asked you the other day whether or not you had a sugggestion, or might have a suggestion, whereby that result could have been accomplished for those others without changing the status of a union like yourself, and you answered me like Mr. Bittner and Green and a few others in Washington. I don't think you meant to, but you did.

Mr. RHODEN. Let me say this, Mr. Owens: I feel like that if you had invited, as the President of the United States recommended in his message to Congress in January, you had brought all the vitally interested people in America into the matter of drawing up the bill, not merely drawing up the bill purely by Members of Congress, and then having hearings at which the public could come, if you had called in all of these interested elements and as I suggested to Congress myself; that is, to scores of individual Congressmen, that the way out would have been to have had a committee representative of every element of Congress: The labor-hating Congressman, the Congressman who is just entirely neutral, the pro-labor Congressman, all the elements of the public, the general public—the union employer, the

nonunion employer, the AFL, the CIO, the railroad brotherhoods, and if you please, if there is anybody who is willing to stand up and say that any worker who says that he is against unions, bring him in too, and let this over-all committee, upon the basis of their mutual understanding and mutual information across the conference board, draw up the bill, I am sure you could have gotten that, and you would have had the support of labor, public, management, all elements, into that bill, and you would have had a bill that could have eliminated every necessary evil and would have retained every good that we now have in the vast majority of our labor organizations.

The CHAIRMAN. Well, Mr. Rhoden, with respect to that, may I say to you that we invited approximately over 300 witnesses who testified, and they included, of course, in the first instance, Congressmen who were, just as you stated, advocating things which could be considered antilabor, some who were advocating measures that could be considered prolabor, some, just as you said, neutral.

We invited all of the labor leaders: Mr. Green, Mr. Bittner, Mr. Hutcheson, telephone unions, men who were not affiliated with any union, heads of business, certain lawyers, ministers, workingmen, actually men right on the job, who gave over 2,000,000 words of testimony during that period of 6 weeks, not including the special hearings held throughout the country, in about 10 States of the country by various committees for a full week after that hearing, which made additional testimony of about a million more words, making a total of 3,000,000, which covered about 10 volumes, 5 in the regular and 5 additional volumes of hearings throughout the country, and after we heard all that, we did what Congress is supposed to do, write legislation, just like a lawyer who would be drafting a bill for court does.

He doesn't have his client or anyone else draft it. He drafts it. The Congress, which is given the duty under the law to draft the legislation, did it after hearing all of those witnesses.

I am just mentioning that fact because what I had asked you for, if you could do it, and we will still be glad for the suggestion, as to how you feel, that these points you mentioned could have been done to help the workmen throughout the country, without injuring your position in the least, when you send in your statement.

I would appreciate it if you would give me a suggestion.

Mr. RHODEN. I will say something in regard to that now, Mr. Congressman: I think that you have pointed out just the difficulty of getting an adequate bill through Congress. Now, you have just given me the real key to why so many Senators in particular, that I talked to, when I would bring up special points in talking to them about the bill, explaining wherein that would do our union and many of the other unions in this country tremendous damage, they admitted they had not been able to read these 10 volumes of testimony with these 3,000,000 words, and they depended on their faith in their Mr. Taft.

One Senator in Chicago, when I pointed it out to him, he admitted: "I haven't read the bill thoroughly." But he said: "Senator Taft told me it wouldn't do that, and I have confidence in Taft."

Senator after Senator told me that.

Now, if you had used the method that the President of the United States had suggested, that I myself enlarged upon, that then you would have had the right type of bill written. It is altogether one thing to invite me when you are drawing up the bill, than to draw

the bill and then you invite me to the hearing and say: "What is the matter, what is wrong with the bill?"

The only thing I am able to do is to tell you what is wrong. I haven't had the opportunity of consulting with you about drawing up the provisions in the right way.

The only way that you can do this thing right is to let all of the interested people help you to draw up the bill in the first place. Then when it is reported out, it will be right, and then the Congressmen there, who are extremely busy, and let me say, Mr. Chairman, I think you Congressmen need a union—you are among the most overworked people in America.

The CHAIRMAN. I appreciate those words.

Don't we, Mr Busbey?

Mr. RHODEN. If there is any person who doubts that, let him go down to Washington and observe the Capitol during a session.

The CHAIRMAN. You should see some of the letters we receive, to learn whether the people think we are overworked or not.

Mr. BUSBEY. Mr. Rhoden, it is not only during the session, but when we get back home. I answered my telephone 11 times trying to eat dinner.

The CHAIRMAN. With respect to what you said, in addition to the testimony that was given, each one of these people was entitled to, and did in most instances, furnish a statement of the entire position in advance and it was just like the equivalent of inviting all 300 of all of the leaders of business, labor, of Congress, of the ministry, of the workers, but after 300 would meet, even if they were going to do it themselves, they would have to assign, isn't it true, a committee to investigate and draft the bill, just the very same way as the committee did, for the other 410 Members of Congress, of the House of Representatives.

For instance, 250 on the committee, wouldn't they have to do the same thing, a joint committee of the people? Wouldn't they have to handle it just that way?

Mr. RHODEN. Let me say this: That what they should do before they draw up a single word, would be for all these different elements that I have suggested, to meet and consult and scrutinize it to the fullest possible extent, and then invite the public, and after they had all these hearings, then let these interested parties, which would comprise all interested parties of the Nation, let them then draw up this bill, and I am sure that you would have a bill that would meet the needs of the country that would foster the harmonious labor-management relationship, instead of bringing it to the verge of disaster as I believe that this bill has, and will more so in the year of 1948.

The CHAIRMAN. I am just wondering, asking, whether or not a certain number, minimum number, wouldn't have to draft that bill, just as 25 Members of the 435 in the House of Representatives had to draft it—wouldn't a certain minimum number of that group draft a bill, and wouldn't the others have to depend on them in the drafting of it?

Mr. RHODEN. I believe that the suggestion was 20 by the President. My own suggestion would enlarge it to 25 and 30, but you could have all of these elements very adequately represented with a committee, I would say, of 25 or 30, so this committee of 25 or 30 could actually do the drafting of the bill.

The CHAIRMAN. Do you feel then that under our system where we select at the present time, 96 Senators and 435 Representatives in the House who are composed as this committee was, for instance, of men on both sides, who are actual members of unions, members of the steel union, members of the miners' union, members of the railroad union, members of the musicians' union, lawyers who represented business, that that wouldn't be as representative as what you are speaking about?

Mr. RHODEN. No, no. I don't think——

The CHAIRMAN. That wouldn't be in accordance with our American system of——

Mr. RHODEN. No, because you can't be sure at all, that all of the necessarily interested parties who should take part in drafting this bill, are represented.

The CHAIRMAN. It is our system of government, isn't it?

Mr. RHODEN. No, you don't have to do that. The Congress is not compelled to follow the method that was used. If it had been, the President would not have suggested a different method.

The CHAIRMAN. Well, of course, we are the legislative body.

Mr. RHODEN. You don't have to do it, but I believe that is the way you could do it the most efficiently and satisfactorily.

Mr. BUSBEY. Mr. Rhoden, just last week, the AFL released a statement that there had been fewer strikes in the State of New York during the current year, 1947, than at any time in the last 50 years. To what would you attribute that?

Mr. RHODEN. I would certainly not attribute it to the Taft-Hartley law, and I will give you two or three reasons.

To begin with, it has been fully effective only since the 22d of August, and the percentage of strikes were just as low before then as since then. I mean, for this year. It was other conditions, not the Taft-Hartley bill, and the mere proof that the Taft-Hartley bill will not be conducive to harmony is the fact that my own union for the first time in its 95 years' existence as a national union—individual unions have been in existence almost since the country has—we find ourselves unable to sit with the employers and write into a contract the things that we mutually wanted and would have written into, had it not been for this bill.

That condition is true of most of the unions in this country that operate on the closed-shop basis, and according to the United States Department of Labor figures, 4,800,000 of the organized workers of America, worked under the closed shop, or the union preferential hiring system, which so far as hiring is concerned, is the same thing.

Manifestly, a bill must be very hastily and ill-advisedly drawn when it completely upsets the conditions under which one-third of the entire labor movement of this country has operated so satisfactorily and so efficiently and when those unions are the ones that have gotten along the most harmoniously with the management, and you completely disrupt their working conditions, and the other elements, that is certainly evidence that there is something tremendously wrong with the bill.

Mr. BUSBEY. While the act did not go into effect until August 22, is it your considered judgment that the mere fact Congress was considering some labor-management legislation didn't have any effect on the strike situation in the——

Mr. RHODEN. It didn't stop Mr. Lewis.

Mr. BUSBEY. Well, I am talking about the over-all picture.

The CHAIRMAN. You say it didn't stop Mr. Lewis?

Mr. RHODEN. Not the fact that you were there doing that, because he went ahead with his strike order.

The CHAIRMAN. Not since last January 23?

Mr. RHODEN. What you did was to draw up this bill in a state of frenzy, a state of animosity toward Mr. Lewis and some others, and not in the impartially, considered atmosphere that always should be done when any legislation that is affecting the entire country is drawn up.

The CHAIRMAN. I interrupted. Sorry.

Mr. BUSBEY. That is all right.

The CHAIRMAN. I want to say, apropos of what Mr. Busbey stated, Mr. Rhoden, the Congress was in session January 23, and the House did pass the bill on April 17, and it did become law June 23, the first half of this year. How would you account for the fact that in 1946, a year in which employment was otherwise high—that is, the number of people that have been engaged in employment, when we were at the highest wage reached up to that time for many years, in fact possibly since the turn of the century, when living costs were still under control, and rationing was in effect, right up to November of last year, that we would have 116,000,000 man-days lost by strikes, over three times as many as the preceding year, 1945, which preceding year had as many as the 10 years before that put together, and those 10 years were greater than the 30 years before the passage of the act; how would you account for that?

Mr. RHODEN. I account for that for a number of reasons. One would be this: To begin with, there were more people working than ever before. Naturally, when you have more people working, the same ratio of strikes will involve more men, and therefore more loss of man-days or man-hours.

Now, another thing is this: That we were just going from the transitional period of war with a tremendous amount of overtime to a peacetime basis, whereby the overtime was being largely eliminated, which meant a great reduction in the take-home pay of the workers and they were faced with a rising cost of living and with the threats of the complete removal of price standards, and that is the condition that brought it about.

Now, I would like to ask you a question.

The CHAIRMAN. Would you say that applied to 1946?

Mr. RHODEN. Yes. Because——

The CHAIRMAN. Would you still say the men weren't averaging 48 hours a week if they desired to?

Mr. RHODEN. If you will look into the record as I did you will find that the hours were being greatly reduced. One of the main issues in the strike of the automobile workers and others, was trying to maintain a weekly take-home pay on the basis of the reduced hours, which would be comparable to the longer hours that they had been working.

The CHAIRMAN. That is right, but it hadn't been put into effect. It was going to be. In other words, they were figuring on the fact that 48 hours was worked and 52 hours was being paid, and they wanted a rate which would give them this 52-hour-week pay for the 48 hours worked.

Mr. RHODEN. Yes.

Now, I would like to ask this. You mentioned that in 1946 there were 116,000,000 man-days lost. There were 60,000,000 people working.

The CHAIRMAN. Not quite. I believe you will find in 1946 there was about 56,000,000.

Mr. RHODEN. Suppose we use that for round numbers.

All right. Now, 60,000,000 times 2 is more than 116,000,000 man-days lost. Now, every time that people do not work on Sunday, then so far as disaster to the American people, American industrial system is concerned, there were approximately 60,000,000 man-days of labor lost.

The CHAIRMAN. That was always considered a rest day since time immemorial.

Mr. RHODEN. Every time we had a holiday, there were 60,000,000 man-days' time lost again.

The CHAIRMAN. I cannot agree with you on that because in many days your streetcars are going throughout the country, railroads moving along, people working in hotels, restaurants, on farms.

Mr. RHODEN. But all actual production——

The CHAIRMAN. You are talking about industries, and industry itself, the people working on your durable and nondurable goods, which approximated at that time around 12,000,000. I will grant you those 12,000,000, but not beyond that.

Mr. RHODEN. The point I want to make is this: That the total time lost from strikes in 1946 was not of a character that warranted the panic that we had in Congress because if the people of America had just taken a 2-day vacation, all of the 60,000,000 working people, they would have lowered the production of this country just as much as they did by all the strikes that they had, and I say that that is a tremendously fine production average.

The CHAIRMAN. That is your answer to the reason for the 116,000,000 man-days lost?

Mr. RHODEN. I am pointing out to you that it wasn't tragic at all, because the amount of productivity lost to America was so insignificant that it only amounted to the time lost by 2 Sundays. Otherwise we lost 26 times as much just by the Sunday holiday as we lost by strikes, so strikes were not a real important factor so far as production is concerned at all, and to have the panic that Congress had and that some of the people of this country had by virtue of such a relative insignificant factor sometimes makes us despair about democracy.

The CHAIRMAN. That is your answer to my question?

Mr. RHODEN. The whole story that I have told you.

The CHAIRMAN. All right.

Mr. BUSBEY. May I make an observation?

The CHAIRMAN. Yes.

Mr. BUSBEY. Mr. Chairman, I ask the privilege of making this observation, because there has been a great deal of criticism in this testimony against the Taft-Hartley bill. I think we find ourselves in the same position as the investment bankers of this country some time ago. While most of them were legitimate houses doing business on an ethical basis, they did have a certain percentage that were selling worthless stocks and bonds to the public and the investment bankers never did a thing to clean up their own houses.

Consequently, they got the Security Exchange Commission to operate under.

I might say to Mr. Rhoden, that I, too, for a good many years, belonged to a good union, as well as you. I belonged to it before we ever had the closed shop. I belonged to it because I believed in the principles of unionism then. I still believe in the principles of unionism.

But I was delegated the responsibility of conducting the hearings in Philadelphia this year on what was known as the Dock Street strike or the strike on produce and vegetables there.

We found that an individual had gathered together the employees in the produce and vegetable business in Philadelphia in 1941. At no time had he permitted the members of his union to have a meeting. He wrote into the bylaws that seven men constituted a quorum, consisting of himself and six men he hired to police the street.

They went out and never even took time to solicit ads for a publication known as the Pennsylvania Federationist. They collected a hundred thousand dollars, and it was proven that a friend of his got a kick-back out of that, of $60,000 out of the hundred thousand.

Instead of soliciting ads for this book, which we are familiar with here in Chicago, he just sent them assessments. If they didn't pay the assessment, they closed them up.

When the contract went out last December 31, he gave them the privilege of signing a new contract. I wish I had it here to read just one provision, which in effect turned the entire business over to the union. The employers had nothing whatever to say about their business.

He picked up a man who had never made over $35 a week in his life and made him president of what he called the Haulers Association. Then he made him a labor conciliator. If there was any dispute, he was the man that settled it. That was not fast enough for him. He made the employers hire this man as their executive secretary at $7,500 a year.

The union, he himself refraining from voting, and only six men voting, unanimously voted him $7,000 to go down to Miami, Fla., for the month of January. When he forced this new contract on the produce and vegetable market in Philadelphia, he bludgeoned about 10 percent of the merchants to sign it. Then he went around to the purchasing agent for the United States Government, the man who purchases all the produce and vegetables out of the Philadelphia market for the War Department and the Navy Department of the United States Government, and said that they could not purchase any vegetables or produce except from these men who signed contracts turning their business over to them.

I could sit here and recite abuses and abuses on this same situation there that you or no other good union man would condone.

They were a local of the International Teamsters Union. There had never been an audit of the books, and many, many other things.

Now, that is an extreme case, I will admit, but it was conditions like that going on in different sections of the country that brought about the Labor-Management Act of 1947. Legitimate unions, like the union that I belonged to and the union that you belong to, and many of the other good legitimate unions that are run on a democratic basis never raised a finger to clean up messes like this in Philadelphia

and other places around the United States. If they had, we probably would not have had to consider a labor-management act.

Mr. RHODEN. But Mr. Busbey, this individual that you tell me about reminds me of the average head of a corporation.

Now, the mere fact that that is the type of undemocracy that you find in the average corporation does not make you curb decent corporation. You are taking a case that you admit is extreme even for the teamsters, or for any other union, and then you write your law on the basis of that individual, and not upon the basis of the 99 percent of the unions that are good and decent.

Mr. BUSBEY. That was not our intent whatever.

Mr. RHODEN. That is what you did.

The CHAIRMAN. I might state, Mr. Rhoden, that Mr. Busbey, of course, made his investigation in connection with the House Expenditures Committee on expenditures of the House. It was the Labor Committee that made the investigations otherwise, and I might add with respect to investigations, to tell you that a committee went to New Jersey, where $50,000,000 worth of work was being held up for months because of a jurisdictional strike.

The committee went to Los Angeles where for 2 years, because of a jurisdictional strike between two of the unions, they had held up work for 2 years, 1 year straight through without a stop.

Up in the States of Washington and Oregon, the testimony showed that there were jurisdictional strikes—93 percent of them jurisdictional. The pure facts show that over a period of 6 months alone it held up lumber that would have built 210,000 new dwellings.

There was an investigation up in Milwaukee, Wis., which was not a jurisdictional strike, but in respect to what was a Communist-inspired strike.

Those investigations followed all of the regular hearings for the 6 weeks when these facts were brought forth, which involves as I say, hundreds of thousands of persons, with millions of man-days lost, and billions of dollars lost to the country.

Now, that comes back to what I asked you before, whether or not you would have any way of, for instance, protecting workmen because of unscrupulous labor leaders who were coercing them and driving them out of employment and driving them about the country, and not protecting them, and spending their funds recklessly: How would you take care of that situation, and how do you feel it would affect a fine union like yours, where you had gone through 95 years by trust with the employer, trusting him and he trusting you, how you feel that Congress would think for a minute that that would affect you, a union like yours, while we are trying to reach and cure these abuses?

Mr. RHODEN. I would be glad to answer you on that, Mr. Chairman: If you had let your investigation be different from that of a newspaper story and try to find out the truth, instead of the unusual, I think you could really have gotten somewhere.

Here is the thing: Unfortunately, the story that makes the headlines is not the story that tells of the usual conditions, but the unusual. The good that a labor organization does never makes the headlines in the news.

If one labor leader absconds with money, that makes the headlines, but the 99 who give the most faithful care of that fund and accounting for it, they never make the headlines.

I am not offering this in criticism to the reporters. I am offering it as just merely one of the evils, which I hope some day we will be able to eliminate in our news dispensing method in this country—radio, and every other source.

Now, if your committee had gone out and looked into the good that unions had done in this country, and you found that they were the very foundation, the very guardian in this country, of the high American living standards, of the health standards, the longevity standards, taking care of their members, the fraternal features of the organizations—found out that instead of just an insignificant portion of the labor movement being the kind that you have pictured, and maybe accurately, I don't know—you would have found that the overwhelming portion of labor in this country never had any quarrel with management, that it got along with management in a perfectly harmonious manner, that it held management in this country, the same as it did the workers, that it was really the thing that helped bring America to the fore more than any one factor in this country. I am quite sure, if Congress had investigated along those lines, that you could have written laws that would have helped us eliminate those few evil factors and would have helped us to carry on to still greater perfection, the overwhelming majority of splendid features that trade unions carry on.

Otherwise, you looked at only the criminal element, which is less in labor unions than in business, and if you based your laws for business by just examining the criminals instead of looking at the legitimate businesses, you would have laws harming business just as much as you have here.

The CHAIRMAN. Mr. Rhoden, Congress did not have to investigate to know the good that the unions had done. Congress knows that. Every member of the——

Mr. RHODEN. They did not seem to know it from the lambasting every Congressman——

The CHAIRMAN. Every member of the committee knew that. When that Labor Act went into effect in 1935, that act was passed to reach out to unscrupulous business that wasn't giving the workman the right to deal with corporations fairly. That had been the situation, just as we discussed a moment ago, when they were making yellow-dog contracts, blacklisting people, and doing things like having spies in the plants. They passed the law.

Every one of the features of that law with respect to employers is in the present law today, with a few additional restrictions upon the employers. Every restriction of any kind is there.

But in these laws was placed these provisions which would protect the union worker, protect that man from being thrown out of the union without fault, protecting him from being rejected if the man was otherwise qualified to work, protecting him from having his money taken without his consent, protected in his welfare fund, from having his money spent without his consent, protected from the type of subversive officers that might infiltrate into the organization.

For instance, when we went to Milwaukee, 2 days after we completed that investigation and disclosed that it was a Communist-inspired strike, they voted 15 to 1 to return to work, and eight or ten thousand people returned to work.

All of those provisions are in the bill. The things which you have complained about during this hearing were three certain points that a head of the railway labor union, one of the heads of the brotherhoods, appeared before the committee and said:

> If you would, if you had only given us the right to have a union shop with a 30-day provision in it. Give us the right to have a union shop, to have new workers become members in 30 days. Give us the right to have the check-off system, the dues deducted by the consent of the members.

He challenged the fact that jurisdictional strikes and secondary boycotts were wrong.

Those were the only features placed in there, the very things that were put in there to help these men throughout the country, that happened, you say, to affect your individual situation.

I come to the same point and ask you, in view of that, how would you accomplish all of those things and help those workmen and do the very thing, put the very provisions in there that the head of the brotherhood wants for his own railroad and put in a provision that would take care of your situation, that is, the union that has been dealing fairly and finely by and with publishers throughout the years, and who didn't even need an act prior to 1935 to take care of it?

Mr. RHODEN. Mr. Chairman, you believe that this Taft-Hartley law creates the fairness for the worker that you speak of. Then may I say facetiously, that you are the most illusioned person that I believe I have ever talked to.

The CHAIRMAN. Illusioned or disillusioned?

Mr. RHODEN. You have the most illusions, you are the most erroneously opinioned and informed person about a particular thing I have ever come in contact with, because the bill does none of the things good for labor you say, and it completely destroys most of the fundamental rights.

You even emasculate the union shop over what the union shop was before, and then you completely destroy the closed shop, and the union shop with preferential union hiring, under which 4,800,000 people in America had worked.

For the person not able to organize and get as far as even the emasculated type of union shop that you speak of, that may be some progress, for many, but for over half, I would say 75 percent of the workers of America, the bill greatly decreases their rights under it to organize, and their rights to compete in the labor market of America, and in the industrial system of America.

My opposition to the bill, and the opposition of my union to the bill is not confined to the three things. We mention those because they affect our contractual relationship more severely than any. But I could take point after point of that bill and show you where it isn't fair, it is not fair on a comparative basis of the rights of labor and the rights of management, but I hate to take up so much time in a thing of that kind.

The CHAIRMAN. I would be willing to have you take the bill and show us point by point, if you can.

Mr. RHODEN. All right. I don't mind. I don't mind taking one or two of them.

As I say, I did not want to take up all this time, but I will take up two of them.

The CHAIRMAN. That is what we are here for.

Mr. RHODEN. Before we take that up, you have two contracting parties: The Chicago local of the publishers and the Chicago Typographical Union No. 16 of the International Typographical Union.

Your bill does not require a financial statement from the Chicago local of the American Newspaper Publishers Association, yet you do require it of the other contracting party.

Now, can you point out to me any fairness, when you don't ask them where their funds come from, how their membership is obtained, who their officials are, what their salaries are, the entire set-up of that group that we have to deal with, and you do ask all those details of us? If that is fair, I would like to know what unfair would be.

The CHAIRMAN. I will answer that for you, Mr. Rhoden. A corporation has to respond to the law.

Mr. RHODEN. We are not dealing with a corporation. We are dealing with a trade association, and this trade association is not required to do the things that you asked of us, and the bill does not ask it of them.

The CHAIRMAN. I will answer your point.

When this law was passed, Mr. Rhoden, the National Labor Relations Act for the first time gave the right to 50 and a fraction percent of the employees in the plant to take a vote, and thereafter ruled the entire lives of these people as to wages, hours and conditions of employment, of the other 49 and a fraction percent.

No such power is given to a trade association, corporation, or anyone else, and when powers of that kind are given to unions—and they requested them—when they are given, there is always a right to protect the men over whom they have been given charge, that other 49 and a fraction percent. If you did not include the original 51 percent, there is the right to protect them and to show them how their funds are being spent.

There has been no such power given to a trade association. There is therefore no necessity for the requirement.

Mr. RHODEN. You did not answer my question at all. The point is, that you do require it of us and do not of them.

The next point is this: In regard to signing your non-Communist affidavit.

Now, I daresay that in the Typographical Union, and I will go further and say in the ranks of organized labor, you will find a higher percent, or as high a percent of genuine, patriotic Americans as you will find in any group of the entire Nation, I don't care——

The CHAIRMAN. Among whom?

Mr. RHODEN. Among, in the Typographical Union and most of the labor unions.

The CHAIRMAN. I will grant you that.

Mr. RHODEN. And furthermore, you will find as small a percentage of un-American elements in the trade union movement as you will among the employers or anywhere else.

The CHAIRMAN. Granted.

Mr. RHODEN. According to actual records and facts brought out, broadcast throughout the land, you found many business elements in this country tied up with the fascistic system of Germany and Italy through the cartels that did this country tremendous damage in getting under production for war after we got into it, and that lack of speedy facility of getting into production no doubt cost the lives of hundreds of thousands of our American boys who would not have been lost otherwise.

The CHAIRMAN. I think that is true.

Mr. RHODEN. Yet you draw up a law on a so-called basis of fairness and ask us to testify whether our officials are loyal, placing the stigma upon them, and you do not ask the employers to sign an affidavit whether any of them were Fascists or Nazis, or whether any of them are Communists, in the face of the proven testimony and much testimony that they were directly tied up in these cartels.

If you can show any fairness in that——

The CHAIRMAN. Let's clear that. I will answer it. The same answer applies to that as to the one I gave you before.

When an employer is employing a person, there is no reason the person has to stay there. He can go anywhere he wants. There is no right given to that employer over the lives of those particular people. None at all. He has no authority over them whatsoever.

But, when the law gives to 50 and a fraction percent of the workers who are led by a few people and when in, for instance, the Soviet Union, it is common knowledge, that there is less than 5 percent, in fact, only approximately 3 and a fraction percent of the people out of 180,000,000 who are Communists, when you have that fact, and 50 and a fraction percent are led by these few to whom you are giving control over the destinies of the other fraction, and the terms and conditions of employment, even to the point of whether or not they could even be members of the union, because we give them no control whatsoever—the law gives no control, and does not attempt to—in the taking or the retention of its members—when that power is given in the same way, that same law that is given to them has the right to say whether or not the people who are to lead them are those who are subversive and who are attempting to overthrow our Government by force or violence.

I, myself, was not in sympathy with putting that in, because we permitted the Communist Party to function, because the theory would be that if they were subversive and attempting to overthrow our Government by tort, and are members of any organization, if the Communists happened to be that organization, it could have been reached under the law.

However, when several of the courts of the Nation made the finding, we accepted it. The affidavit reaches out to ask them whether they are a member of any organization which has for its purpose the overthrow of the American Government by force or violence, and I think when you are giving control to a few people over a majority, you have a right to see that they are not to be controlled by men of that type.

Mr. RHODEN. That is a very poor answer. It does not answer the basic fundamental question.

When you require any man to certify his Americanism, you are humiliating that man and you are presuming that that man has to affirm his loyalty before he is considered a good American.

The CHAIRMAN. Every time you go out to get a job you are affirming your loyalty on certain things. When you go into the Government, we as Congressmen swear to uphold the Constitution of the United States and the laws, and it seems to me that when you are giving the power to men over the lives of these people, certainly they should have no hesitation, if they are good honest American citizens, in affirming they have been a member of no organization which has for its purpose the overthrowing of the American Government by force or violence, when we know, both you and I, there are nations attempting to do that.

Mr. RHODEN. There are more people among the employers than among the ranks of labor who are doing that. Whenever a member of the working class of this country is born in America, he is a loyal American. You are not citing a situation whereby the person was applying for a job, to serve the country. He was applying merely for the right to be a member of a union, that is all, and my union does not require that test.

Most of the unions do not ask about politics, because our unions practice the fundamental precepts of democracy. We are not interested in your politics. That is your private affair. The American system recognizes that you are entitled to your own political belief.

We do not ask them in our own union what their nationality is, what their color is, their race. We simply practice the fundamental principles of democracy and nondiscrimination. We do not ask them what their creed is. We are not interested in that. We do not ask anything. We assume this: The American fundamental principle that you are a decent and fine fellow until proven otherwise.

But you want one of our members, without requiring the same of the employer, to assert that he is loyal to America without any act of his ever having shown that there is any quality of disloyalty.

Now, if you want to be fair, you would have changed the whole thing. You would have put in something like this: You would have asked of the employer the same as the union. You would have asked, "Are you in favor of any type of totalitarian system?" You would have asked that of both, if you were going to ask it of any.

But I say this: I assume that the average employer, until he is proven otherwise, is a fairly decent American citizen, and I certainly know that the average member of organized labor is a decent citizen of America, and it is going back upon the fundamental principles of Americanism that you are O. K. until your acts prove you are different.

This act simply went far afield from the fundamental principles of American fairness and justness.

The CHAIRMAN. When you speak of organized labor, you are right. When you speak about your own rights in local No. 10, I grant you——

Mr. RHODEN. And I will say the entire labor field.

The CHAIRMAN. But when we went up to Milwaukee and we disclosed a Communist-inspired strike that caused the loss of almost a year to thousands upon thousands of good workers that not only resulted in that being ended 2 days after we left, but the indictment of the leader of that group, it was proven conclusively that there is such a movement.

We had no fear for people like members of local No. 16 when we were requiring those people who were given control over the lives of other people as to their pay and hours and conditions of employment which was not given to the employers. We felt we had the right

to make that condition to sign such an affidavit, because we knew it would not affect good unions like your union, but it would reach out to those unscrupulous people attempting to overthrow our Government.

Mr. RHODEN. But you did not reach out to the unscrupulous employers, and many of them directly linked up with Hitler, and you have not——

The CHAIRMAN. We don't have to have them sign an affidavit. We give them no control over the lives of people.

Mr. RHODEN. Look here: An employer controls your whole living standards, and you say that it is perfectly all right for him to be a Nazi or a Fascist. He could have the same ideology as Hitler, and it is perfectly all right for him, the man who employs all of us, you are not going to question him, but you are going to question the person who is democratically elected in the most American organization in the country, the labor unions, you are going to question his loyalty, to sign an affidavit, but the man at the head of a corporation employing hundreds of thousands of people, and he might have the philosophy of——

The CHAIRMAN. We do not have the workmen sign an affidavit.

Mr. RHODEN. You asked the heads, and look here—let me say this: There is not a head of a corporation in America that was ever elected democratically. The corporation does not know what democracy is because of this.

Mr. BUSBEY. Mr. Rhoden, how would you protect the members of unions and the unions themselves from the infiltration of Communists, whose avowed purpose is to overthrow this form of government, into official positions in the unions?

Mr. RHODEN. Mr. Busbey, I am going to answer it on the basis of my prerogative by asking another question: What have you done or are you doing about looking into the members, the management, of a big corporation, who might have the same ideology as Hitler? What are you doing about him undermining the American system?

The CHAIRMAN. Mr. Rhoden, I hold as chairman, that the question Mr. Busbey asked was fair and straight to the point and I would like to have it answered.

Mr. RHODEN. All right.

You asked me what I would do——

Mr. BUSBEY. I asked you what you would do to protect the members of your union and the unions themselves from this infiltration of Communists, whose avowed purpose is to overthrow this form of government, into official positions in the unions?

Mr. RHODEN. I will answer that and I believe even the chairman will be satisfied that it is an answer.

My simple answer is, the application of democracy which we have in trade unions will get rid of any undesirable officials.

But let me say this: That cannot be applied, that system of democracy, getting rid of an un-American official of a corporation, for this reason: Money votes there, not people. Otherwise, it is the people who have the most stock who cast the deciding vote, and not the number of people who hold stock.

A quarter of a million people may be shareholders in a big corporation and maybe a half-dozen people control the majority of the stock.

Then six people, or rather four of those six would control the destinies of that corporation and the remaining 250,000 minus the four, would have no voice in it whatsoever, and you talk about democracy there.

Over in the trade unions, where we have democracy, you do that, and then you ask what our problems are. Democracy will take care of our problems. Better find some type of democracy to take care of it where it is greatly lacking, in the corporations.

Mr. BUSBEY. Mr. Rhoden has made objection to a section of the Taft-Hartley Act and we are here to try, if it is wrong, to get the answer. Now, that is all the meaning of my question and I hold that he is evading an answer to a question on the part of the act that he himself has raised.

He has not answered my question as to what he would do to protect union men and the unions themselves from the infiltration of these Communists, and he goes off talking about something else.

Mr. RHODEN. If you will take Government out of the affairs of labor, labor will take care of its own problems. But the great big trouble is when you inject Government into the democratic affairs of a labor organization and into their relationship with management, you create a condition that nobody can remedy.

The CHAIRMAN. I agree with you. In other words, what your thought is, is that this act should be thrown off the books?

Mr. RHODEN. Absolutely thrown off and buried in the deepest part of the Pacific.

The CHAIRMAN. I will so advocate to the committee.

Mr. RHODEN. I hope you will.

The CHAIRMAN. I will.

Mr. RHODEN. We will be very greatly indebted.

The CHAIRMAN. I will make your statement to the committee.

Mr. RHODEN. And will you back it with your own personal recommendations?

The CHAIRMAN. I will back it with the statement that I think we would be better off, insofar as the way the act has been administered, without the law on the books.

Mr. RHODEN. Thank you.

The CHAIRMAN. I believe that crimes can be reached by other laws, crimes that are committed.

And you can permit labor and management to deal with it. However, the last administration, in its wisdom asked the Congress for passage of a law. Congress passed the law. The present Congress did nothing but to carry on that law, as I said, to keep the same restrictions, but then attempting to put in provisions to protect or prevent the evils that appeared by testimony, and the only addition was to cure those evils.

For that reason we are here to determine whether or not in curing those evils we had created any wrongs which might possibly be righted and I do not feel that it is going to be righted just by attacks on Congress—the Members were trying to do their best—and upon business as a whole, because I think you will find—in checking recently I saw that 253 of the leaders of 53 of the leading businesses of the country started at from $3 a week to $13 and something a week, with one or two exceptions; one started at about $26.50 and the other at

$60. All the others started at the bottom, working for $3 or a little more a week.

I know what it feels like. I started to work for $3.50 a week. They are the men who are the heads of those businesses. Would you call that an un-American way of handling business?

Mr. RHODEN. I like to see people getting along as much as you do and I take off my hats to a lot of these people starting from the bottom and building up.

The American system permits that. Don't interfere with that too much.

The CHAIRMAN. Go ahead.

Less government, as Jefferson said a long time ago, might be the best government.

Mr. RHODEN. Might we get down to the main issues?

The CHAIRMAN. Go ahead.

Mr. RHODEN. Now, we were discussing the causes of the Chicago strike. That is what I wished to go ahead to.

I pointed out in the last hearing—were you here Mr. Busbey, at the last hearing?

Mr. BUSBEY. No.

Mr. RHODEN. I pointed out at that time why we could not submit the proposal that our union had adopted just the day before the act became law. I don't believe I have to go into that any more. Because of that, we had to withhold the presenting of that because that called for a contract or an agreement. I do not believe it is necessary to go any more into the fact that our union, Mr. Chairman, just as honestly as you may have held to any principles of your life, that we could not with safety until this law had been determined or properly amended, enter into a signed agreement, so we approached this thing from the most natural point of view that our members, upon the basis of the history of our movement, could possibly have done.

That was to adopt conditions of employment.

It has been pointed out to you that from the inception of our union, in all instances, up until about 1885, that we had operated upon the basis of conditions of employment.

Now, here in Chicago—and this is true throughout almost all the country—most of our relations with management had always continued to be upon the basis of conditions of employment or their equivalent, for this reason, that a majority of the daily newspapers in Chicago, working on the newspaper scale, have never worked under anything except what would be the equivalent of conditions of employment; they have never had a contract with us.

We simply took the contract we had worked out with the Chicago Newspaper Publishers Association, and we simply used that as conditions of employment for a majority of the total publishers in this city who were not members of the Chicago Newspaper Publishers Association, and that is what we also did regarding the commercial end of it.

We only have a contract with those of our commercial employers who are members of the Franklin Association, and that is only a small part of the total number. If I am not mistaken we have only about 60 members of the Franklin Association in Chicago, and we have more than 300 commercial employers, so about three-fourths of all our commercial employers in Chicago have never had a contract with us, never asked for one. They have been entirely willing to work under the conditions of employment.

Now, moreover, in about 10 or 12 States, I am not sure as to the number, that had passed anti-closed-shop laws, some of them have been on the statute books for a year or two, some for a few, some for a number of years, we had used exclusively with all publishers, with all employers, conditions of employment, and it had proven entirely satisfactory.

The CHAIRMAN. When was that?

Mr. RHODEN. That was from the time that the first State outlawed the closed shop up until the Taft-Hartley law went into effect.

And so to get around and not be penalized by the closed-shop law, we used conditions of employment in those 10 or 12 States, for every employee we dealt with, publishers as well as the commercial employer, and those publishers were members of the American Newspaper Publishers Association, and they did not object to those conditions of employment.

So it was only natural that we couldn't very logically have done anything else than decide, "All right, now—here is a condition that we used exclusively for the first 50 years of our national conditions completely with a majority of our publishers as well as commercial employers. Now, if it proved to work out so satisfactorily with all of the employers of this country that we dealt with for the first 50 years of our history and so satisfactorily in the entire history of our union with the majority of the employers, we felt we certainly could deal satisfactorily with the minority who constituted the publishers association and the members of the Franklin Association.

The CHAIRMAN. Let me see if I understand you correctly: You say prior to the passage in these various States——

Mr. RHODEN. No; since.

The CHAIRMAN. You say prior to that time you had contracts?

Mr. RHODEN. Yes: with the members of the publishers' association, the Franklin Association.

The CHAIRMAN. When those States passed a law which outlawed the closed shop, you stopped entering into a contract and merely entered into conditions of employment?

Mr. RHODEN. Yes; and this was taken directly from that.

The CHAIRMAN. Are you telling me in those States then, that you continued with the employer to operate a closed shop?

Mr. RHODEN. Yes; in every instance, without any exception, and we never ran into any trouble.

The CHAIRMAN. And are you telling me, of course, that at no time did ever a condition arise where an employee applied to an employer for work who did not have the same opportunity to join the union as other personnel had?

Mr. RHODEN. Mr. Owens, I don't like the question the way you put it because I don't agree with the premise. I don't agree that the operation of the closed shop denies to any person an equal opportunity of working, so far as the typographical union is concerned.

The CHAIRMAN. I agree, so far as the typographical union is concerned, but I am still thinking about other unions, and I am asking you whether or not that condition ever arose in any of those places. I am trying to find out whether or not the union, with any employer,

ever conspired to put any decent working man out of a job who was entitled to have the job?

Mr. RHODEN. For every person that has ever been denied a job by inability to join a union, I believe if you will go into the record, you will find a thousand or ten thousand who have been unfairly denied the opportunity of working by unfair employers.

The CHAIRMAN. I will grant you that.

Mr. RHODEN. Why worry about the insignificant portion that might have happened by virtue of a union closed shop, and ignore altogether the tens of thousands every year that the employer rejects because there is something about the man he doesn't like?

The CHAIRMAN. A man, if he doesn't work for one employer, can find another, but if a man is put out of his union, he can wander about this country without work. It is just like an economic Siberia. He is lost.

Has that happened?

Mr. RHODEN. If you have ever dealt with working people all of your life as I have, and you had beaten the weary paths of job hunting and you found yourself denied work by the whim of the employer, you could never raise that question at all, because you would realize that it is a much greater hardship to have to trust to your job upon the whim of your employer granting you a job than it is to get into a union.

The CHAIRMAN. Mr. Rhoden, if you are pointing to that, I said I worked for $3.50 a week in a machine shop and cut my fingers through the years, like you did, and I am very well satisfied with our American system of one man having the opportunity to compete against the other. All I am trying to find out here, from your experience, has any person been prohibited from having that opportunity?

Mr. RHODEN. Let me say this Mr. Chairman: May I say that I am 100 percent against any American being denied a fair opportunity to work, whether that denial comes through the employer or through a union.

The CHAIRMAN. That is right.

Mr. RHODEN. I believe absolutely in every person being given a fair, equal opportunity to earn a livelihood. I believe in union fairness. I believe and wish I could extend that same fairness to the employer, and there are many fair employers, but there are also, I believe, many more unfair employers than you will find unfair unions.

The CHAIRMAN. The thing I want to get is this: In this situation here, you admit then that this time you did not present a contract to the publishers as you had in prior years?

Mr. RHODEN. Yes; and I gave you this other background, so you could see why that was the natural way we would approach it, instead of having dictated to us, as has been suggested, fostered between us by Mr. Randolph, and if you would know, the typographical union would not tolerate a dictator for 30 seconds.

The CHAIRMAN. I haven't come to the conclusion as to whether he is a dictator yet, or not.

Mr. RHODEN. Well, Mr. Owens, may I hope that you will be able to see the light clearly and see Mr. Randolph in his true light as a real, fine patriotic American, as about as decent a labor official as my own union has ever had, or you can find in this entire country.

The CHAIRMAN. We will determine that.

You have been very frank to admit here that you did not submit that type of contract because of the passage of the law and because of the fact that you want to do the same thing that you have done in the various States, operate under a closed-shop arrangement, despite the law; is that right?

Mr. RHODEN. No. Let me say this: We wanted to preserve the life and traditions of our union and we believe this; we believe that while fully complying with the law, that that method of operation would enable us to preserve those conditions without violating a single law.

The CHAIRMAN. You have a right to do anything you want with respect to a contract. You have a right to come in and make a contract or to refuse to make a contract.

Mr. RHODEN. Thank you.

The CHAIRMAN. And the employer, on the same basis, has a right to demand a contract.

Mr. RHODEN. That is right.

The CHAIRMAN. And the thing that we have to determine is whether you have the desire to bring these men within the operation of the act, so they would be protected by the provisions of the act, that give them their jobs and back pay, and so forth, in the event there is an unfair labor practice on the part of the employer.

Now, don't you feel that under the act, if during the year, in the contract that you ordinarily made, there is an unfair labor practice on the part of the employer, that you would be able to remedy it under the law, and furthermore, if you found during the year that the employer was attempting to harm the union by bringing in persons for the purpose of hurting the union, as Mr. Kersten brought out the other day, that you not only would have the right under the law, but you have a right at the end of the year, for instance, to change your entire attitude, and you would have the entire sympathy of the public with you at the same time?

Mr. RHODEN. Mr. Chairman, I don't agree at all with the conclusions of Congressmen Kersten. I do not believe that we have the protection that Mr. Kersten says the law gives us, because all of my life, that is, my working life, I have worked at this business. It is my profession, as a proofreader to put the English language together, tear it apart, and put it back together again, and with a professional background of that kind, I read the same law he read, and I do not give it that interpretation, and I greatly fear that the Board itself would not give such an interpretation, and that no court would give it that interpretation, because in my opinion that language deals in too general terms and not in specific terms.

Otherwise, the language he cites could give us protections of the vaguest generality. The language that would injure is so specific, that no judge could ever overlook it.

The CHAIRMAN. Certainly you feel, as an American under our system, that you should give the law a chance to operate, to see whether it will accomplish the purpose for which it was enacted, because if it does not, you have the men there to change it. How are we going to know unless——

Mr. RHODEN. You have said we are violating no law. All right, then.

If our method is not violating the law, then are we doing anything to prevent the law operating or to take its course? We are not stopping it. It is going to take the course.

But we feel like that if we permitted the signing of a year's contract with the publishers, that we would be putting ourselves in a condition where our fundamental traditional rights could be taken away from us, before the end of that year was up.

The CHAIRMAN. Mr. Rhoden, you have been so fine and frank with the committee, I am going to be just as frank with you now.

Mr. RHODEN. Fine.

The CHAIRMAN. I feel what you are stating is that you do not want to put yourself in a position of making a contract for a year because you would rather go along on these conditions of employment so that in the event the employer takes a step which you might feel, for instance, in the employment of someone that they say was not given the fair opportunity, assuming that, and they put the person in there to be accepted by you in 30 days, that you can within the 60 days go right out and go on a strike and in that time raise another condition, for instance, of wages, and so that in this present situation you have admitted that the whole purpose is to avoid this provision regarding closed-shop contract.

Why do you call it a strike for wages?

Mr. RHODEN. Evidently, Mr. Congressman, you have been getting information from the wrong side.

The CHAIRMAN. I got it right here.

Mr. RHODEN. Well, now, we did not state that. Let me help get you straightened out on that, Mr. Chairman, and let me say that you evidently need straightening out, because you have been evidently listening more——

The CHAIRMAN. That is Mr. Girard's testimony.

Mr. RHODEN. Well, now, let me say that Mr. Girard is a very fine man. I don't remember what he said, but I am telling you what I am saying and what the facts are. Our position is this: The employer does not have to hire nonunion men. The employer does not have to use struck work and make us handle it. The employer does not have to interfere with our jurisdiction. That is, the jurisdiction that we have traditionally performed work over.

The CHAIRMAN. And they haven't done it before.

Mr. RHODEN. Well, now——

The CHAIRMAN. What makes you feel they will do it within the year?

Mr. RHODEN. There are a lot of bad employers.

The CHAIRMAN. But you are not dealing with bad employers.

Mr. RHODEN. I can't tell.

The CHAIRMAN. Well, I have respect for the members of your union and I have respect for the publishers of Chicago, both.

Mr. RHODEN. Let me say this: Most of the publishers here that we have been dealing with, I have the greatest personal admiration and respect for. We are friends. But I can never tell today who the publisher that I am going to deal with is going to be tomorrow, and when I tie myself for a year, I tie myself up with a condition that I can't possibly foresee, and I will tell you why: Since I have been on the Daily News I have worked under four employers.

For instance, we will say this: Frank Knox one day was my employer. The next day he was dead and I got another employer.

Here, since the negotiations have gotten under way, according to what was in the papers, that is what I had to go by then, one of our publishers had sold out to a New York publisher. That was the Journal of Commerce.

The management of the Hearst paper here is never very permanent. We have had great trouble by having had "understandings."

We have had considerable trouble sometimes just because we had an understanding with one manager of the Hearst papers and the next day, so to speak, he was gone, and we had to deal with another who knew nothing about the agreement.

Mr. BUSBEY. We had the same trouble in Washington with heads of bureaus.

Mr. RHODEN. Now you see, Mr. Chairman, why we can't depend upon the good will and the good intent.

For instance, I am going to say this: If the Tribune here, if Mr. Knight, through my good friend, Mr. Woodward, if Mr. Field, Mr. Finnegan, through my good friend, Mr. Griffin over there, or collectively, through this very admirable gentleman, Mr. John E. O'Keefe, or any of the other fine gentlemen that represent the publishers, if they told me flatly: "Rhoden, in the next 12 months we won't hire a nonunion man——

The CHAIRMAN. They can't do that.

Mr. RHODEN. No. That is just why we couldn't sign a contract.

The CHAIRMAN. That is why I say: Don't you want to give the law an opportunity to operate and trust them just the same as you have done in the past?

Mr. RHODEN. Mr. Chairman, I can't help the law operating. But——

The CHAIRMAN. Why do you put it on wages?

Mr. RHODEN. All right. We will take it this way:

The law might give me the right to do a thing. The law does not compel me to do that. Now, let's take one of the simplest illustrations I can give:

If I go into a building and I slip and fall and break a leg, the law gives me the perfect right to sue that building corporation for damages, but the law does not compel me to sue the building corporation for the damage to me personally that I incurred in their building.

All right, now. I am not interfering with the operation of the law at all if I don't take advantage of the privilege it gives me.

The CHAIRMAN. Well——

Mr. RHODEN. Now, the thing is this: If I care not to exercise the prerogatives of the law, am I interfering with that law? Not the least bit.

The CHAIRMAN. Not unless you see the comparison, like in the black market, if we at the time we had price control, honest people went and took their ration tickets and followed the law and paid the price to the butchers and presented the ration coupons, and when materials become short, if some people went out behind the scenes and bought for a larger price, for instance, of meat, where cattle were killed in such a way as to deprive the country even of medical supplies in certain instances, are you saying that in asserting your

prerogative, that at the same time you want to force the other side to do something that the law does not contemplate?

Mr. RHODEN. Mr. Chairman, the two laws are entirely different. One is a law that says that I must do a thing. I don't have the right of taking advantage of the law, or not. The other one says I may do so, not that I must. The illustration is entirely different.

Now, in my interpretation and the interpretation of our union, of the Taft-Hartley Act, the employer is not compelled to hire nonunion men. He is not compelled to bring in struck work.

The CHAIRMAN. He isn't compelled to hire anybody.

Mr. RHODEN. He is not compelled to interfere with our jurisdiction, so it comes then under the head of the law that gives me the right that I spoke of. He has the choice, he has the prerogative of doing it or not doing it.

Now, if he will sign a contract with us telling us he won't do it, then we can begin to talk about a year's contract.

The CHAIRMAN. What good do you think the contract would be?

Mr. RHODEN. Not a bit in the world.

The CHAIRMAN. All right, now.

Mr. RHODEN. But he can't sign a contract. The law doesn't compel him to do that, so here was our basis of operation. We said:

> All right. You don't have to do it. So if you don't want to do it, we don't believe that you will be compelled to do it. So now, we won't be hurt. Now then, let's get along just like we have in the past. You want the services of our men. We need the wages that we get from working with you, and we want to operate your composing room just as efficiently as we have always operated in the past. So we want to go on and be just as good an employee to you as we have always been in the past.
>
> Now the best way to do that is to be sure that we are operating under a condition whereby that you will not assume the prerogative of doing something that is going to tremendously injure us.

We believe on the basis of a hundred years of experience with the majority of the employers we had always dealt with, that this was the method of procedure.

The CHAIRMAN. I am not arguing with that. I thought, I said I thought you were being well advised, and the publishers were being well advised. What I am getting down to is to get away from deception, from hypocrisy that seems to be permeating the entire world, as the Pope just stated here, with regard to matters in Europe. Why do you call something a strike for wages when it is the point that you have stated?

Mr. RHODEN. Mr. Owens, the publishers are the ones who have told you that was our intention. We have never told you that was our intention, and let me tell you this: It has never been our intention. It has existed nowhere except in the pure imagination of the publishers, because let me say this, I had never even thought of it, and I was the chairman of our negotiating committee, until Mr. Bassett himself, I believe, or it may have been Mr. O'Keefe, told me that is what we intended to do. He told me something I had never known about myself before. I never dreamed I was trying to do that, and I thought I understood perfectly the necessity of following this system. I thought I understood perfectly what my own objectives were.

We told the publishers after they had raised that, we told them collectively and individually, otherwise Mr. Pilch, the president of our union told them that, Jim Girard told them that, I told them that,

each member of the scale committee, the two gentlemen right here, Mr. Burns and Mr. Rhodes, that we never even thought of it, that they were the first ones who had ever put such an idea into our minds, but after it was in there, we did not intend to use it.

We had never intended to use a 60-day cancellation clause, except in case a nonunion man was run in on us, or in case struck work was run in, or our jurisdiction was being interfered with—let me put it this way:

We had never intended to use the right we may have to strike for wages as a screen to offer that issue. Our position, and it was stated by our president in his testimony before this committee, was that we would take whatever we had to face on the basis of what we did do; if a condition like that arose, not on an economic issue, but upon the basis of that particular thing itself.

The CHAIRMAN. That is a good, frank statement. That is what I like to hear.

In other words, it is your intention that if the employer were to follow the law, at least feel that he was following the law, because if he did not, he would be violating it, and should infringe it, you feel that he might infringe it by employing a person not a member of your union who would have to be acted upon in 30 days, you would not seek any other subterfuge?

Mr. RHODEN. Positively not.

The CHAIRMAN. You would follow the law?

Mr. RHODEN. No. We would not disobey the law. But——

The CHAIRMAN. But you wouldn't strike to change that situation?

Mr. RHODEN. We can't change a law by striking.

The CHAIRMAN. You would not put all of these men out of work and make them subject to discharge—to try to do something that the laws says otherwise?

Mr. RHODEN. Mr. Owens, if you will permit, let me make our purpose clear so this time I can use the word, so you will not suffer, you will not be disillusioned—I hate to disillusion you, but I am going to.

The CHAIRMAN. You talk fast enough to do it sometimes for me.

Mr. RHODEN. Now, we had never intended to use the 60-day cancellation clause except in the last final resort, to get along with the publishers, even if a bad condition and situation arose.

As I have used the expression to them, we don't intend to use that as the "first resort, the tenth resort, or the fiftieth, and not the ninetieth or one-hundredth."

We intend to use it only as the only last recourse, except to serve the 60-day cancellation notice, because we don't like to be sitting around a conference table every 60 days.

The CHAIRMAN. What would you say you would use it for?

Mr. RHODEN. If they found themselves compelled to hire a nonunion man, they couldn't find anything that would cause them to refuse to hire the man when he filled out his blank—so often, when a person goes to the employment office he fills out a sheet about that long [indicating] on both sides, sometimes much longer, and he has to tell his entire history, nationality, politics, religion, everything else, and generally when the publisher got to about within one-tenth of the way down he sees something and says, "Oh, I don't like that." He never gets down to his qualifications. He lays it aside and goes on to the next.

The CHAIRMAN. Which he has a right to do.

Mr. RHODEN. I won't say he has a right. We said that if he found that the man—he couldn't refuse to hire the man without violating the law, irrespective of anything he found in his history or qualifications or anything else, that it wouldn't mean, because he had that man hired and put in the composing room, that we would serve him a 60-day cancellation notice, because we had no right to do it.

We might feel like that was a good man to take into the union. We might beat the publisher to it. We might give him a card before the date he was supposed to start work.

The CHAIRMAN. Now you are talking.

All right.

Mr. RHODEN. Now, that might happen, and it would be only when he was running in people whom we felt like would be disastrous to accept into the union, people that would not meet our standards and our requirements by any stretch of the imagination, a man who would be treasonable to our union, for instance.

The CHAIRMAN. No sane employer would do that, unless he had an ulterior motive.

Mr. RHODEN. I can't guarantee the sanity even of publishers.

The CHAIRMAN. That situation that you have described certainly would be in violation of the law.

Mr. RHODEN. I hope you are right.

The CHAIRMAN. Do you think anything like that is likely to happen?

Mr. RHODEN. We don't know who we are going to be dealing with tomorrow.

The CHAIRMAN. It is only 1 year. Do you feel any publisher within 1 year could take any steps that would be very detrimental to you?

Mr. RHODEN. Mr. Chairman, on Saturday, one Saturday night, Pearl Harbor was still in perfect condition. Not a year later, less than a day later, it was a shambles.

We have to face reality, not dreams. We have to look at things as they are.

Now, you are asking us to have a faith in them that we asked them to have in us, and they have refused.

The CHAIRMAN. I agree with you. There has been a certain distrust on each side; each one building up the thought that you are going to utilize that, as Mr. Bassett stated, for the purpose of creating an economic strike, when your real intention is to violate the law, or have the law violated, by forcing what you people have been calling a closed shop; where you on the other hand feel that they might utilize it for the purpose of bringing in some people or bringing in struck work that is going to affect your conditions.

Now, assuming you both throw those things aside, people who have dealt with each other for almost a hundred years in trust, can't you throw it aside and give a law which was written for the best purposes in the world a chance to see it operate?

Mr. RHODEN. Under this, we could have perfectly, and if it should turn out that all of our fears about the law were wrong, even if it wasn't changed, then certainly the time would come when we could sign a year's contract, but it is our firm conviction that we felt like we would possibly face complete disaster if we signed. We have given the security of 60 days that we had no intention of using that in any way except as the last final desperate effort to preserve our traditional rights.

The CHAIRMAN. But it is true that the union is changing the status that you have occupied for many years, while they are not?

Mr. RHODEN. On the contrary. The conditions we have had with them is the unusual condition, and we are now trying to apply to them the prevailing condition, the condition that has prevailed most in the industry since we first began as a national union in 1852, because a majority of the publishers in Chicago have never operated with contracts, a majority of the commercial employers in Chicago have never operated with a contract, so we have been granting them special conditions.

Now, because of the Taft-Hartley Act, we can't grant them those special conditions any more, and we want to put them upon the same basis as the majority of publishers, and if the majority can get along, isn't it kind of American democracy to ask the rest of them to do that for a short while, at least?

The CHAIRMAN. If they had entered into the same contract you had before, of course your hours and wages are subject to any changes that might be imposed by the passage of the Labor-Management Act of 1947.

Mr. RHODEN. Our international president, Mr. Chairman, spent part of 2 days telling you why. I have spent part of 2 days telling you why, and if I haven't made it clear, all I can say is, to use the language of the international president: "I despair of ever making it clear."

The CHAIRMAN. You are making it clearer than he made it.

Mr. RHODEN. Well, he perhaps did not take the time.

The CHAIRMAN. He took the time all right.

Mr. RHODEN. Now——

The CHAIRMAN. He hasn't been as frank and open as you have been, for the record.

Mr. RHODEN. I want to give you an illustration of why we couldn't. One of these publishers who has never had a contract with us employs just three of our members. They don't permit him to sit down and help write the contract because he is not a member of their closed shop, and they won't let him come in. [Applause.]

So here is the situation now: That employer where there is just three men, if two nonunion men came in there, and that person insisted upon going before the Board, then we would no longer have a closed shop or a union shop, either one in there, because he would have 2 men to our one, and he would require just 2 men.

We have another one of those that has only about seven of our members, or over a period of a year, just four nonunion men.

The CHAIRMAN. How could he be nonunion when he would have to join in 30 days?

Mr. RHODEN. Maybe he is a strike-breaker, and there are plenty of them. Maybe he is a person whose whole attitude toward us is unhealthy, unfriendly. There are a lot of good people who don't believe in unions. We have a lot of them.

The CHAIRMAN. They are disillusioned.

Mr. RHODEN. Let me say this: Do you know, that despite all that the union does for printers, that I have talked my head off to printers

trying to get them to join the union, and they would refuse to join the union. I have done that, and so, those same people can come down to the employer and apply for a job, and maybe he called up our union. Maybe in this three-man shop, one of the people has died, or gone on the pension, and we don't have a man to take his place, and here comes a nonunion man, and they need him. He might be this very man I am talking about. There are many people like that, many nonunion printers who don't believe in the union, and he will hire him.

All right then. In the case of a vote, he would already be one-third against the union.

The CHAIRMAN. Mr. Rhoden——

Mr. RHODEN. Wait a minute, wait a minute. I want to continue.

Then, under the Taft-Hartley law, if a vote came up, the Labor Board going down there, holding an election, and if it happened through any chance that one of our two union men couldn't be there, then the vote would be one for, one against, and it would not be a union shop any more, because the law says: "Not a majority of those voting, but a majority of those eligible to vote," and the third man who would not be there, for whatever cause, would be one of the eligibles, but he wouldn't be there to vote.

The CHAIRMAN. Mr. Rhoden, when you are taking what might be called very isolated situations and using a hypothetical case, certainly when you have the right under the law and have exercised it, for instance, where there are a hundred people, to take 51 of them in and you bring the other 49 into the union and make them pay their way under the law, because they are going to have to pay for the good done to them, aren't you more likely to have brought many more of those people into your movement by the thing you do than an employer could put into your union in 10 years?

Mr. RHODEN. Mr. Owens, the trouble is that we have to choose only the ones that please the publisher. We could not exercise our own right to select our membership. What your emasculated open shop under the Taft-Hartley does is to have the employer be virtually the sole selector of the membership of the union, instead of the union being the selector, as in the past.

The CHAIRMAN. I don't agree with you.

Mr. RHODEN. It is true, because the thing is this: We have to take into the union anybody he hires.

The CHAIRMAN. I agree with you that certain employers could take advantage, and you could not do anything about it if they kept within the law, but I do not agree with you that people who have had right relationships for a hundred years, that that employer is going to deliberately put in anybody for the purpose of discouraging membership in the union, because if he did that, there is no question that the Board would hold that he is violating the law.

Mr. RHODEN. I don't agree with you. And remember, it is only your opinion. It is not a ruling of any court.

The CHAIRMAN. I want to close this. Suppose you cover the balance with any point——

Mr. RHODEN. Let me say this: You have taken up so much time that——

The CHAIRMAN. How much longer do you want?

Mr. RHODEN. I wanted to point out to you that our conditions of employment was nothing in the world more than our usual contract with the language changed so as to avoid the term "agreement," but it put into effect exactly the same thing that our contract would have been.

The only thing that your conditions of employment here consists of is the contract we would have proposed, simply put into language that is not susceptible to the word "agreement." That is all. And the same working conditions, without any change or anything else, and so we did not offer anything new to the publishers.

We did not demand anything new except as in every or any contract proposal, that we will ask for some things that we don't have any great hope of getting, because we don't believe the publishers have become liberal enough to grant us all the things they should.

Furthermore, Mr. Chairman, most everything in these conditions of employment are the conditions that they themselves had accepted more than a year ago, when the contract that expired October 20 of this year was adopted and signed by them, and so we were not going to subject them to any different conditions at all.

There isn't anything in there that they could not go along with, with safety.

When they would not accept that we handed them our agreement. If you read the agreement, there isn't a thing wrong with the agreement that——

The CHAIRMAN. That is in evidence.

Mr. RHODEN. Yes.

You have our conditions of employment. If you will read that, there isn't a single thing in that agreement that violates any of the publishers' rights, or that violates any law of the land.

Now, here are some things I want to say, and I want to say that with the publishers giving their full attention: When the publishers tell you that they are not signing an agreement, going along with our proposition because of the lack of security, the publishers are not telling you or placing the facts before you.

Now, I want to place those facts before you. You could not have a proper understanding unless this was the case, and let me say: If you had let me proceed without asking so many questions, I could have brought all that out.

The CHAIRMAN. I will tell you what I am going to do. I am not going to close this hearing today. I am going to close as of this time, but I am going to go over until Friday morning instead, because I want you to have the full time necessary to present your case, and I want to give the publishers an opportunity to reply in any way to what you have said, and for that reason, at this time, I am going to adjourn the meeting until 10 o'clock on Friday morning.

(Whereupon, at 1:10 p. m., December 31, 1947, an adjournment was taken to 10 a. m., Friday, January 2, 1948.)

CHICAGO ITU-PUBLISHERS DISPUTE

FRIDAY, JANUARY 2, 1948

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Chicago, Ill.

The subcommittee met at 10 a. m., pursuant to adjournment, Hon. Thomas L. Owens (chairman of the subcommittee) presiding.

Also present: Representative Fred E. Busbey.

The CHAIRMAN. The hearing will come to order. I had a telephone conference with Mr. Kersten yesterday and he was scheduled to be here this morning. However, he is snow-bound in Whitefish Bay and there is no way for him to get transportation down here. I guess the snowstorm followed Chicago's and it is even harder than we had here. Therefore, he will not be present today at the close of this hearing and he expresses his regrets to everyone.

Mr. Rhoden, I believe you were testifying. You may go ahead.

STATEMENT OF JOE RHODEN—Continued

Mr. RHODEN. Mr. Chairman, I was showing, at the close of the last hearing, a document, Conditions of Employment, to you and stating that it was not the great big bear that the publishers have been trying to convict it of being; that it is a very simple document; that there is very little difference between this document and the contract that the publishers have been traditionally signing, and that is that 95 percent, at least, of the provisions of the contract that was signed and effective as of October 21, 1946, were contained in these conditions of employment.

The only difference is that we had asked for additional things that we usually ask for every time we go into a scale negotiation. Some of them we hope to get and others we feel like even at the start that the liberality of the publishers have not grown to the point where they are ready to give us those things that they should give to us, but, nevertheless, that does not keep us from trying to get them.

Now, when you get time to study that, if you will look over the conditions of employment and compare it with the contract that has been traditionally in effect between the union and the publishers, you will find that most of the language, or most of the actual conditions of the different sections of this conditions of employment, are the same as they are in the newspaper contract.

I can recall only three sections that were somewhat different and it was necessary that they be made different so as to comply with the

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Taft-Hartley law. For instance, one of them is section 36 which reads like this:

> The union prescribes no obligation or duty for, or on behalf of, its members to work on any particular product not wholly produced in the shop in which they work. The union hereby reserves to each member the right to exercise any legal prerogative he may have to act individually in the quitting of his employment or to work only when he considers himself able to do so.

Now, those are clauses that we did not find it necessary to put into the usual proposals, and we do not find it necessary to write into the average contract, but these rights are rights granted by the law of the land at all times. It was understood before that every member of the union has a right to exercise these reservations that this section 36 of our conditions of employment provided for.

The only reason we stated them in here was that the Taft-Hartley law specifically says virtually those same things, and in order to be sure that under the Taft-Hartley law our members did have that right, we wrote into that section 36 the law virtually as it is in the Taft-Hartley law in section 502, and so there can be no doubt about that I will be delighted to read that law now. You are thoroughly familiar with it.

The CHAIRMAN. That is the saving provision?

Mr. RHODEN. Yes. It reads as follows:

> Nothing in this act shall be construed to require an individual employee to render labor or service without his consent, nor shall anything in this act be construed to make the quitting of his labor by an individual employee an illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service without his consent—

so certainly there can be no objection to the inclusion of the wording of that section 36.

Now, we come down to two other sections, sections 39 and 40. There is a slight difference necessitated by conditions of employment as opposed to a signed contract. I will read section 39:

> Any member who has been discharged and he believes the discharge unjustified shall have the right to appeal to the chapel. The discharged member or the foreman may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either to the executive council of the international union and a convention as provided by ITU laws.

The only difference there, Mr. Chairman, in what was provided for by this and the usual contract is that after a member has appealed to the chapel by virtue of the contract, then instead of the matter going any further under purely union procedure, that it then would go through the code of procedure, but if you do not have an agreement or contract, you, of course, cannot have a code of procedure..

So this merely provided a plan whereby discharges would be determined, and let me say that that is a plan that has been traditional in most of the shops throughout the country ever since we have had a national union; that is, since 1852. Otherwise a discharge in the vast majority of the shops throughout the country always goes ultimately to the executive council for decision. It is merely in some contracts that we have a code of procedure whereby a discharge may be arbitrated if a mutual agreement cannot be worked out.

The CHAIRMAN. What does that mean fully? I don't understand it. What do you mean by "the discharged member or the foreman may appeal from the decision of the chapel to the local union"? What do you mean by that?

Mr. RHODEN. Under section 39, the foreman is the only man under either the contract or the laws of the union who can discharge a member. So after the foreman has discharged a member he always has a right to appeal to the chapel and from the chapel to the local union.

The CHAIRMAN. Why would he have to appeal if he discharged a man?

Mr. RHODEN. No; the foreman would not. I am talking about the member. The member himself would have to do the appealing. If a foreman discharged a man, the discharged member could accept the discharge or, if he felt like he had not been treated right, he could appeal.

Usually, even in newspaper chapels he lays his case before the chapel and then if the chapel sustains him, the chapel itself would lay the matter before the president of the union and consequently the union would decide. If the chapel did not agree with the individual and they sided with the foreman, then the individual would have the right to take the matter up with the union and if the union decided that the discharge was unmerited, was unjust, then, under the contract the union would take it up direct with the publishers and if the union and the publishers could not agree, then the ultimate outcome would be submitting it to arbitration.

But in the vast majority of our shops that is not the way it is handled. All of the handling is done directly through the union chapel and then if the chapel sustains him, the chapel itself would through a code of procedure and arbitration, the aggrieved party, that is, if the individual dischargee was not satisfied with the local union's decision, he would appeal the decision to the executive council and the decision of the executive council would be final pending an appeal to the convention which is the last resort.

Now, this section 39 provides for that procedure of taking it clear through union channels if need be. Oftentimes it happens under this procedure if the chapel orders a man reinstated the foreman will put him back. The foreman will lay his side before the chapel and the discharged member will lay his case before the chapel and if the chapel decides the foreman is wrong, or the individual is wrong, that is the way it will be. Oftentimes that ends it. The individual or the foreman would consider then that his case had been sustained. However, as a rule the matter would go clear through to the executive council and we have found that a most satisfactory method. So, of course, if we were not going to have a contract which provides for a code of procedure to settle these things, the only alternative would be to follow the traditional custom which would be to permit either the aggrieved discharged man or the foreman, if the discharged man was sustained by the union, to appeal the decision. Do you see? Don't you see for them to appeal to the executive council that they would have their case fully presented? And let me say that in such cases if you had the opportunity of going over the record of the typographical union in recent years, as well as in years long past, you would find that the foreman had been sustained fully as many times as the discharged man has. Otherwise there is no playing of politics because the tradition of the typographical union with its high standards of work and high standards of efficiency must be

maintained and the executive council has an excellent opportunity as a watchdog to see to it that that is continued.

The CHAIRMAN. Therefore, it is almost like your own men having passed upon the qualifications of one of your members?

Mr. RHODEN. That is right.

The CHAIRMAN. Whereas now you have the foreman definitely set by law as being the agent of the employer and subject to the jurisdiction of those who are over him. Would this have the effect of still making the foreman subject to the union's rules and regulations?

Mr. RHODEN. Yes. Under the usual union set-up the foreman is the agent of the employer. The only difference between a union shop having a union foreman and what you will customarily find is this: In the open shop as well as in the closed shop the foreman is the representative of the employer or the agent of the employer. But in a union shop he must be a member of the union.

Now, Mr. Chairman, that is a condition that has always existed in union shops. It must be a very satisfactory condition or it would not have survived for more than a century.

The CHAIRMAN. It is true that that may be so in your own union, but it has not proved to be that way from all of the evidence that was received in many of the other unions.

Mr. RHODEN. Let me say if you had received complete evidence from every source where it has worked satisfactorily and where it has worked unsatisfactorily, I believe you would have found in the vast majority of cases it has operated as satisfactory for the employer as it has for the union.

Let me point this out: The Taft-Hartley law does not deny that condition any longer. It merely does this: It does not compel the employer to recognize the union foreman, but under the law he may hire a union foreman exclusively; and in two different instances, in writing, the publishers offered to hire only union foremen, so the publishers considered the law gave them permission or they certainly would not have offered that in two written documents to us.

The CHAIRMAN. I think there is some merit to what you say. The point under the law is that a foreman just simply does not have any rights. He can organize and have a union and they can take steps to deal with the employer; they can go on an economic strike, et cetera, but they cannot get relief under the act.

Mr. RHODEN. That is right.

The CHAIRMAN. However, I was just trying to ascertain whether or not you were not asking for a contract here.

Mr. RHODEN. Not a contract; no. These are conditions of employment.

The CHAIRMAN. After all, that is what it is. Let me see if I get this part right. Under the act we tried to encourage collective bargaining, didn't we?

Mr. RHODEN. Yes.

The CHAIRMAN. And once you bargain collectively it means that the collective-bargaining units—those who represent the men, whether it is the organized union or the recognized agent in the plant, and those who represent the employer—reach a meeting of the minds so there is no question about what their agreement is. Then, if one of the parties requests that it be placed into writing, it should be placed in writing. That is considered collective bargaining and the employees

then are under the act and have the protection of the act. I wonder whether or not this would meet that qualification? Do you think it would?

Mr. RHODEN. Let me say this: We have always bargained collectively more completely than the Taft-Hartley law provides for, and we feel that our conditions of employment continued that even more effectively than the Taft-Hartley law contemplated, and that our method was perfectly legal under the Taft-Hartley law. You have so expressed yourself here that you consider that our conditions of employment were perfectly legal.

The CHAIRMAN. I indicated surely that you can take any steps that you want to take. I just wonder whether you appreciate the fact that the men might be deprived of the benefit of the act by a certain step taken by the leadership? In other words, we will go beyond that and say that you did enter into an agreement that provided only for wages. That is the only agreement that you would have. If that part were never violated by the employer and some other parts were violated, you would not have the benefit of the act because you had entered into no agreement concerning anything but wages.

Mr. RHODEN. I will explain to you in just a minute our entire procedure in regard to submitting our conditions of employment, and then you will see that we were trying to have everything in here that the employers would go along with.

The CHAIRMAN. I will make my notes and question you later.

Mr. RHODEN. Under section 40 again the conditions of employment specifies the intent of section 502 which is the savings provision of the Taft-Hartley Act in this language:

> The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

The CHAIRMAN. Do you have "seek employment elsewhere"?

Mr. RHODEN. We do not; but they always have that right. Otherwise the employer never questioned the right of the individual to quit any time he pleased or whatever the condition is for. Otherwise it would be an involuntary servitude if conditions existed otherwise.

The CHAIRMAN. In their exhibit No. 13 that they placed into the record, they have the words, "The union reserves to its members the right to seek employment elsewhere."

Mr. RHODEN. That is section 40?

The CHAIRMAN. Yes.

Mr. RHODEN. This is from the actual document we presented:

> The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

That is a pretty clear statement. That is a right reserved for the members under section 502 of the Taft-Hartley Act, and it is a natural right that they have always exercised heretofore, whatever the contractual relations were. Any employee has the right to quit his employment any time that he pleases and so no new conditions are provided in this section 40 at all.

The CHAIRMAN. I think there is. I would not agree with you on that. I don't like to break in on you, but in section 502 it says:

Nothing in this act shall be construed to require an individual employee to render labor or service without his consent, nor shall anything in this act be construed to make the quitting of his labor by an individual employee an illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service without his consent; nor shall the quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at place of employment of such employee or employees be deemed a strike under this act.

There the quitting of a group of employees might be deemed by the court to be a strike, whereas the statement "if the working conditions become unsatisfactory" is too general a term to use to justify that. That has not been in any previous agreement, has it?

Mr. RHODEN. It was not necessary because it was automatically considered that they had that right heretofore. Now, the object of that is not in a collective sense, but it is in an individual sense. The language says so. "The union reserves to its members." Otherwise there is no language in there that says that the union may compel its members to do anything. It says—

The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

Every member has always had that right ever since there has been a typographical union and even every nonunion employee and therefore all employees throughout the country have that same right and privilege according to the laws of the land.

The CHAIRMAN. As an individual and not as a group?

Mr. RHODEN. This does not say anything about a group. It says it is to its members. It is reserving to its members the right to seek employment elsewhere. It is referring to the members and not as officers of the union, and there is no intent in that section 40 to have the union tell them what to do, but it does reserve to them as individuals the right to do those things. They have always had that right to do it, and in every contract we have ever had, we have had it, and the members would have that right if there were no contract.

All of the other provisions of this act with the single exception—well, all the other provisions are the same as they would have been in any other proposal because we always ask for conditions that we do not have every time we sit down to negotiate a contract.

Now, I want to take up the highly objectionable language from the point of view of the publisher at the opening of the conditions of employment. They have objected to this very much and I want to analyze it for just a moment.

This schedule of the conditions of employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

I want to discuss that paragraph for just a moment and point this out to you: That is about the only language that could have been used if we were to go along with the publishers on conditions of employment instead of a signed contract.

Had we admitted that there was a meeting of the minds, then under the Taft-Hartley law they could have compelled us to sign a contract and so with our objection to maintain our traditional relations with the employer, to give them the same type of efficient composing-room operation that we always had, without any interruption of that service or anything else, but upon a basis of no-contract we could not have used hardly any other type of language. So there was no slap at the publishers in that. That was merely the necessary legal phraseology that was necessary to prevent this becoming a signed document instead of just conditions of employment.

Now, we will take up the next paragraph, and this is the paragraph the pièce de résistance, so far as the publishers are concerned, the paragraph they have seemed to object to the most of all.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

Now, discussing that. Certainly there is nothing immoral in having as its purpose retaining all rights of the union and the rights of the individual members. Remember that this document was proposed by the union. Naturally, the union in proposing any document would be derelict of its duty to its members if it did not try to retain for them all of the legal rights of the union and its individual members.

Now, let us take the first part:

This policy of prescribing conditions of employment by union action only.

"This policy of prescribing"—that was the thing which stuck in the craw of the publishers worse than anything. Now, that is merely a legal phraseology. It had no intent of cramming anything down their throats, and I will show you, Mr. Chairman, why it did not. We submitted this document, conditions of employment, to them, and we asked them to submit any counterproposal that they wished to, and to tell us which sections they objected to; tell us what language, if any, they objected to, and we told them that we would give the most serious consideration to changing any conditions in any section, and changing the language in any section and in a way that would not meet with their disapproval.

So, there was no genuine intent at all of cramming anything down their throats. It was unfortunately just necessary legal phraseology if we were to proceed to get along with them and operate their composing rooms on the same basis of efficiency that we always operated those composing rooms, on the basis of conditions of employment instead of on the basis of a contract.

I am very sorry that the elder Mr. Antrim is not here this morning because he objected most strenuously of all, I believe, to that policy of prescribing that, and I would like very much if he had the opportunity of knowing exactly the very harmless way in which they would have been prescribed.

Now, Mr. Chairman, if we could have, or if they would have, really bargained with us in good faith then we would have taken up every section of the conditions of employment and they would have told us just how far they could go in granting that particular condition and then when we got through we would have rewritten all of this stuff so that the conditions that we could agree upon would have been done. They are the only things that would have been in the conditions of employment and then indeed it would have been mere phraseology

when we use the term of the policy of prescribing conditions. In fact, the very language of our no-contract policy adopted at the convention would have given them the privilege after we had done that to have taken this; and if they still did not like that prescribing of conditions, we would have let the document be their document and they could have prescribed it to us and we would not have felt as if our rights were being stepped on by them prescribing such a document to us.

That language is this:

> We realize that this policy may bring some disappointment to our employers because it provides for unilateral action

But that would have been only theoretical unilateral action—

> it may be possible for those employers who do not approve the policy to prepare unilaterally a set of conditions of employment that would be satisfactory.

So they could have done that very thing and all arguments would have been over with and they would not have permitted themselves to be used as guinea pigs by the American Newspapers Publishers Association, the NAM, or anybody else.

The CHAIRMAN. I would just like to have you pause there to state whether you think it is possible to tender what you call conditions of employment in such a way that if they were accepted entirely on their face, there still could not be a meeting of the minds and then expect that there might be other conditions tendered which would change that situation?

Mr. RHODEN. Your question is not quite clear to me, Mr. Chairman.

The CHAIRMAN. In other words, when you tender them this, you say even if you accept these as they are, there still would not be a meeting of the minds between the parties.

Mr. RHODEN. Let me say this: That is necessary legal phraseology in a document that you are not going to sign, and it was only legal phraseology that was necessary to protect the rights of the union, but so far as all practical results are concerned, it would have been something we would have been willing to work under, and so there would have, for all practical results, been a meeting of the minds.

However, you could not have such legal phraseology if you were going to have that relationship upon a basis that was not going to be a contract or a signed document.

The CHAIRMAN. But all firms, whether it is the publishers or commercial firms, are going to have to figure on purchasing their materials for some time ahead and making contracts that are generally made for a year with their subscribers and other people with whom they deal so that they can set a price for their merchandise, and so don't you feel that there should be a meeting of the minds with respect to what the hours are going to be, the amount of money to be paid out for wages and other expenses, so that they will know what the expenses are to be incurred? Don't you think that that should be definitely understood by the employees so there could not be any possibility of interference for the employers in their right to make contracts with their customers?

Mr. RHODEN. Mr. Chairman, there would have been a complete understanding about everything, and this document has the complete backing and support of the international union, which meant that, once this document had been posted, there would not be a change of one dotted "i" in that document until the union had gone through the full procedure that the law provides for in bringing about a change of a contract, or a change in working conditions, and that would have taken at least many, many months.

The CHAIRMAN. Sixty days?

Mr. RHODEN. No; it would have taken far more than that. We could have served notice of termination of contract within 60 days, but we could not have walked out at the end of 60 days until every procedure of our local and international law had been carried out.

Let me give you an illustration. On the 31st of December of the year that has just closed, our contract with the commercial employers ended. Now, so far as not having any contract, our members could be on the street this morning, but the catch there is our international law; and, under that international union law, the union cannot order its men out—that is, the local union—until it has informed the international union that a deadlock has been reached; and then, after the international union has been notified by a majority vote of the union that this deadlock exists, then as soon as they can; and that sometimes takes weeks or months because, after all, our international officials number only four members of the council and there are 800 cities in which we do business. So it is necessary after that for them to get in here and make every effort that they possibly can to bring about a settlement; and then, if they fail, they draw up a report and submit it to the local union. After the local union has received that report, then it decides what to do.

If it asks permission of the international executive council to take a strike vote, then if the council agrees to that they can take that strike vote, and if three-fourths—and remember this—if three-fourths and not a majority of the local union at a regular meeting at which all of the members had been notified a sufficient time in advance of the opportunity of getting there and voting, and only after three-fourths of the members of our union have so voted can our people walk out.

The CHAIRMAN. You mean three-fourths of those present at the meeting?

Mr. RHODEN. But after all had been notified. You know it takes a pretty good majority to have a three-fourths vote. One-fourth is not very large in proportion, so those are the conditions.

Nothing in this document, not a single "i" in that document or a single crossed "t" could have been changed until that process had been gone through. So let me repeat what the particular process would have been in regard to this: We would have to have, before we could attempt to change anything in there, the local union would have had to serve 60-day written notice on the employer, and then we would have had to use that 60-day period in trying to reach an understanding with the local publishers before we could inform the executive council that a deadlock exists.

So it would have taken at least all of that 60-day period; and so 60 days after we gave the termination notice, we would still be on the job; and, at the end of that 60-day notice, if we had not been able to work out the desired agreement or desired changes—that is, the changes we wanted with the publishers—then, if the majority of the members of our union considered our position sufficiently important to notify the executive council that a deadlock exists, then we would have to so inform the executive council; and then when they could have gotten

here—and that might be weeks or it might be months—we would still be on the job, and there have been times when it has been years.

The CHAIRMAN. It could be 2 or 3 weeks if you wanted to, couldn't it?

Mr. RHODEN. Yes. Before the executive council comes in here, this executive council would then have had to come in and exhaust every recourse it had to try to get the publishers to agree to the changes the local union desired.

The CHAIRMAN. It could be in 60 days or 90 days, in any event?

Mr. RHODEN. I would say this, Mr. Chairman, on the basis of experience, it would have taken, I would say, 4 to 6 months before we could ever have been in a position to walk out.

I know of no instance in which our members have ever walked out on the date of the termination of the contract, because as a rule the executive council would not step in until the contract had expired, because they do not consider a deadlock has been reached until we fail to reach an agreement by the expiration of the contract.

The CHAIRMAN. Mr. Rhoden, what I was trying to bring out was this: In trying to pass a law that was helpful to the workmen, not to the employer—and that is what the law was passed for in the first instance—I am wondering whether you have taken into consideration when we are trying to have collective bargaining, whether what you are doing there fits in with the theory of collective bargaining and a meeting of the minds that will stabilize working conditions between management and labor?

Mr. RHODEN. Mr. Chairman, let me answer this by using the phrase that the proof of the pudding is in the eating. The mere fact that this document had been used exclusively up until the time of the Taft-Hartley law became effective in every State that had an anti-closed-shop law upon its statute books, and in the vast majority shops throughout the whole country with a majority of publishers, and with about three-fourths to about five-sixths of our commercial employers in the city of Chicago, I think that is sufficient. It has proven satisfactory. It has met all of the time-honored tests of collective bargaining; and, if it had been proved satisfactory with the vast majority of our members, how can it possibly be argued and maintained that it cannot be equally satisfactory with a small minority of our employers as represented by the Chicago local of the American Newspaper Publishers' Association.

The CHAIRMAN. You mean in Chicago, in some instances, you have such an agreement with the publishers? How many publishers are there in Chicago, approximately?

Mr. RHODEN. There are other newspapers in Chicago that are under the jurisdiction of other typographical unions, like the Jewish local, et cetera, but in Chicago we have 10 other daily newspapers, and there are only 6 of these. Otherwise, out of the 16 local publishers of newspapers, only 6 of them belong to the Chicago local of the American Newspapers Publishers Association, and the other 10 do not.

We never had a signed contract with 8 of these other 10, and today 2 of those 10 that we always had contracts with before—we have reached a satisfactory solution with them on the basis of no contract. I am speaking of the two Polish daily newspapers here. We always had a separate contract with those two daily Polish papers. There were three until a few years ago.

However, we have just concluded a satisfactory agreement with them without a contract, although they always had a contract, but they did just as the publishers in 225 cities did since the Taft-Hartley law became effective. They went along with us without a signed contract.

Now, if two of our publishers who have always had signed contracts with us can go along with us in Chicago upon the basis of no contract, and if 8 others who have never had contracts can go along with us on that same basis, 6 of whom are now continuing to go along with us without a contract and paying the increased money that we asked for, then certainly this minority group could get along on the conditions of employment adopted by the majority of the publishers in Chicago and which they found entirely satisfactory.

The CHAIRMAN. Who are the two that you mentioned?

Mr. RHODEN. The two Polish daily newspapers.

The CHAIRMAN. How many do they have in your union?

Mr. RHODES. I don't remember the exact number. They are not as large as these. However, that does not make any difference.

The CHAIRMAN. I want to find out for the record. What is the proportion of the employees that are in the other 10 newspapers as compared with those in these 6 newspapers?

Mr. RHODEN. They constitute a minority of the total employees.

The CHAIRMAN. About what percentage of the whole, would you say?

Mr. RHODEN. I could not say, because I don't have the figures with me as to the number of employees, but I would say that they decidedly are in the majority, or the majority of the employees are employed by the Chicago Newspaper Employers' Association.

The CHAIRMAN. Would you say 75 percent of them?

Mr. RHODEN. It might be as high as that. Say two-thirds, anyway. That is not important. The important thing is this: One publisher is as important as another.

The CHAIRMAN. Yes; but their ability to deal with an organized union might not be.

Mr. RHODEN. I am glad you brought that out. Which type of employer would be more capable of meeting the demands of the union? Would it be one that is tremendously rich or one that has to struggle along? I believe that the answer is obvious—the ones that are tremendously rich—and if the newspaper publishers that do not have the resources at their command that the members of the Chicago Newspaper Publishers' Association have can get along with us on certain terms and conditions, certainly these fabulously rich members of the Chicago Newspaper Publishers' Association of the ANPA can certainly get along with us.

In our commercial end of it, the majority of our members work in shops that do not and never have contracts, and all of those employers find that they have security, stability, and, in fact, they have everything that they desire. It is the integrity of the union that has given them that.

The publishers will have that the same as the others, because the union with all of that integrity in back of it has proven that it can get along with the majority of them, and have gotten along with them, then these publishers can, too. So they are asking for special privileges in unusual times, and why should they be entitled to special

privileges if the vast majority can find our method of operation entirely satisfactory? Why do they have to completely disrupt our relationships in order to continue to demand special privileges that they themselves are demanding?

The CHAIRMAN. Don't you believe a person in this country has a right to have a meeting of the minds with another with whom he is dealing?

Mr. RHODEN. Mr. Chairman, it would be the same thing as a meeting of the minds, because we propose to put nothing in here that we could not find that they were willing to go along with us on. What is a meeting of the minds? Let me point this out: A meeting of the minds is not the signing of a document; a meeting of the minds is the reaching of an understanding about certain fundamentals.

Now, if they had gone along with us and taken this and bargained, we would have had every fundamental of the reaching of the minds, and the only thing we would not have had was at the end some signatures on the document. But the signing never is a requirement of the meeting of the minds. The meeting of the minds is what goes into it, and what was gone into would have been in there. The only thing that would have been lacking would be the signature.

The CHAIRMAN. That is like saying to the woman, "I will marry you, but understand—that is, we will go through a ceremony—but understand we are not married." Isn't that what it means, virtually?

Mr. RHODEN. No; because those are purely human relations. The matter is entirely different.

The CHAIRMAN. It is a contract like anything else.

Mr. RHODEN. All right; let me say this: A contract cannot constitute a meeting of the minds in itself. And let me say that just a marriage ceremony cannot bring the fruits and the fine human relationships that marriage should bring if it does not have the basic fundamentals that go to make a marriage necessary. Just the marriage ceremony does not make it a marriage. In order to have those relations, you must have those basic conditions, and then if you merely say to the world in a signed marriage document that we so declare to the world, that document is not what makes the basic conditions. The basic conditions of a marriage is this: It is love, mutual respect, and mutual desire to create the best possible conditions in life for the other. A marriage ceremony never creates that.

The basic thing is the mutual desire in there. We could have had that mutual desire of marriage in this document.

The CHAIRMAN. Just a moment. The only difference about that is, in one instance the two could land in jail, whereas in the other they can go along, and, if there is a violation on one side or the other, they can appear in court in a regular way. That is what you are doing right here. You are not giving any opportunity for the court or anybody to determine what your understanding with each other is.

Mr. RHODEN. Now, then, you have brought out a very important difference. It is illegal for a man and a woman to live together without the marriage ceremony. It is not illegal for the employer and a labor union to get along without a contract. Now, that is the basic difference, and you brought it out yourself. You have said yourself that the law does not require a contract.

Now, if the law does not require a contract, then there is certainly nothing illegal in one side wanting to get along without a contract.

If the law says you must have a contract, then it would be illegal, but the law does not say that, and you have admitted yourself that our conditions of employment were not illegal. If they are not illegal, then where does the illegality enter into it of not signing a contract?

The CHAIRMAN. That brings us right down to the point, Mr. Rhoden. There has been quite an attack upon the law here. The law is responsible for this or that, but you say that your strike is on wages. Do you mean to say that you asked the employer for wages and they said that they would not give you that increase in wages; is that correct?

Mr. RHODEN. Yes.

The CHAIRMAN. Where would the law be involved in that?

Mr. RHODEN. We have not maintained at all, Mr. Chairman, that they are violating the law or not giving us a wage increase. There is nothing in the law that says they must give us the increase that we want or any increase. We have not charged them with violating the law. We have not brought any charge before the National Labor Relations Board so far as the publishers are concerned, but they have brought a charge against us.

The CHAIRMAN. What I am saying is that you have been attacking the law here quite vigorously as being responsible for this condition, but the only condition that we have been shown so far by your own statement is that you have an argument concerning wages. Now, if you have an argument concerning wages, where would the law be involved in such an argument?

Mr. RHODEN. I have not charged that the law was involved. Here is the thing: I say this: The law gives us the right to demand an increase in wages; the law gives them a perfect right to refuse. We are not violating the law in asking that and they are not violating the law in refusing it.

The CHAIRMAN. Where would the Labor-Management Relations Act of 1947 become involved in your controversy that just concerns an argument over wages?

Mr. RHODEN. We are not charging that, but they are. You see, they have charged us with violating the law before the National Labor Relations Board. We are in there not as prosecutors, but as defendants. They are the prosecutors and we are the defenders. We have never gone into the National Labor Relations Board so far as the publishers are concerned, and we never intend to.

The CHAIRMAN. But in this hearing we are investigating now to determine the reasons Mr. Randolph sat there and said the reason for the strike is wages and wages only.

Mr. RHODEN. That is right.

The CHAIRMAN. If that were true the act would not be involved in any way and the men might still be under the protection of the act theoretically, and you would be merely having an economic strike and there is no reason for attacking the act.

Mr. RHODEN. That is all we have, an economic strike.

The CHAIRMAN. Do you want to bring the men under the protection of the act, or don't you?

Mr. RHODEN. No; we don't.

The CHAIRMAN. You don't want to give the men the protection of the Labor Act?

Mr. RHODEN. We want the law buried in the deepest part of the Pacific Ocean so that the conditions will go back to where they were prior to June 23, 1947, so that we can have free collective bargaining and get along upon the same fine relationships that we always had. That is what we want.

The CHAIRMAN. Then the act would have nothing whatsoever to do with your present strike, would it?

Mr. RHODEN. The present strike is purely over wages, and nothing else.

The CHAIRMAN. The act has nothing to do with it, then?

Mr. RHODEN. Not with the present strike.

The CHAIRMAN. I want to make that clear for the record.

Mr. RHODEN. It is purely an economic issue and nothing else.

The CHAIRMAN. All right.

Mr. RHODEN. Now, Mr. Chairman, I want to point out to you not only is this document a conditions of employment that is in perfect accord with the Taft-Hartley Act, but it meets the first and the most essential requirement of the act. For instance, now it says, quoting from the document itself, section 8 (d) says:

> For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment.

The very first mention; the very first condition of what is under the act that constitutes bargaining in good faith is exactly what that conditions of employment provide which is wages, hours of work, and conditions of employment. We have even quoted the exact language of the Taft-Hartley law.

The CHAIRMAN. Then it says "and to place such an agreement in writing if requested by one of the parties."

Mr. RHODEN. That is an alternative. The word "or" is in there. Otherwise this is the first thing and then the very next word is "or," which means to do these other things.

If the first principle or the first statement of an act is the thing that we have done down to the dotting of the "i" and the crossing of the "t" then we have lived up to the exact language of the law, and the alternative is the other and we have taken the first condition of what the law states is bargaining collectively instead of the second alternative which is that of a signed contract.

If this thing went into a court of law, the only thing any court of law would do would be to sustain the position of the union on the basis of that language, and I don't doubt it in the least that when this hits any fairminded Federal judge and particularly when it gets to the Supreme Court, that they will say that we and not the publishers are bargaining in good faith and that we have lived up to the law and the publishers have not.

The CHAIRMAN. Mr. Rhoden, wouldn't you say that any time the people deal with each other and come to an understanding that they have an agreement, whether they have placed it into writing or not? Isn't that true?

Mr. RHODEN. Our position was this, Mr. Chairman: We did not want to post any position that the publishers were not willing to go along with.

The CHAIRMAN. Listen to me. See if you understand my question correctly? Whatever you are doing there you are trying to reach between you some kind of an agreement as to what is going to be done?

Mr. RHODEN. Mr. Chairman, I have shown you that we have lived up letter-perfect to the principle and main requirement of the Taft-Hartley Act in regard to what constitutes collective bargaining in good faith.

The CHAIRMAN. Maybe I misunderstand what the act is, but at least I helped to write it and I am asking you whether or not when you deal with somebody you are trying to reach an agreement or an understanding on certain things?

Mr. RHODEN. An understanding, yes. Otherwise we did not want to impose upon the publishers anything that they were unwilling to go along with. That is why we submitted this document and our first proposal was this: That instead of the present 7¼-hour day, that we have a 6½-hour day as constituting a day's work. We said give us 6½ hours, if you can, and if not, how far in that direction can you go along with us? If they had said 7 hours instead of 6½ and we felt like that was as far as we could get them to come, then we would have changed that and written in there 7 instead of 7½.

The CHAIRMAN. Then you would have had an understanding that 7 hours would constitute a day's work and 5 days would have constituted a week's work and that would be an agreement, wouldn't it?

Mr. RHODEN. Not an agreement, but an understanding.

The CHAIRMAN. An understanding is an agreement, isn't it?

Mr. RHODEN. No, it is not. You and I can understand each other without agreeing.

The CHAIRMAN. Well, when you are dealing in business, Mr. Rhoden, whereby people have to deal with their money and property, you have to make contracts with each other for maybe a year ahead to protect all of these men and give them employment, don't you? If they go out and tell an advertiser that they cannot tell them the cost the advertiser will say that he is not going to deal with them until he can have that ad published at a certain price.

Newspapers are just the same as any other business, and they will have to say, "I am sorry, but I cannot do that because I don't know where I am going to stand next week."

Mr. RHODEN. Mr. Chairman, if the Chicago publishers could always consider that they had the most perfect understanding with the union on the basis of no contract, and they are just as good businessmen as anybody else, and in fact, I sometimes think the better businessman is the small businessman because he has to use his brains in order to make up for his shortcomings in money.

The CHAIRMAN. I do not think anybody has accused these large newspapermen of lacking brains, have they?

Mr. RHODEN. No; I said good business and judgment and one thing and another. Here is the thing that people that don't have much money in the publishing business have done. They have gotten along with us entirely on the basis of the proposal that we now propose to get along with this minority group. If the majority can get along with us and continue to get along with us, that is all we ask. Today, out of the 16 Chicago publishers that come under the jurisdiction of No. 16, 8 of those are going along with us without a contract and paying increased wages.

The CHAIRMAN. What I am trying to get to on this 8 (d), where you stopped at a certain point, is this: It says:

For the purpose of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder.

Mr. RHODEN. That is under the second condition.

The CHAIRMAN (continuing):

And the execution of a written contract incorporating any agreement reached if requested by either party.

In other words, if you say that you are not reaching any agreement, you are absolutely right; there is no power in the world that can make you enter into an agreement or a contract when you have not reached an agreement. The law does not contemplate that you are going to do it.

However, the law does not contemplate that you are placing the men that you are leading under the protection of that act unless you comply with that requirement to enter into an agreement if you reached one.

Mr. RHODEN. Mr. Chairman, I want to read the law for you. In order to get this paragraph perfectly clear we will divide it under A and B or under 1 and 2. No. 1 is this:

To bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment.

Then we will put a period there.

The CHAIRMAN. But there is a comma there.

Mr. RHODEN. Just a moment, I am reading it so that you can get exactly the full meaning of it. Or 2. Now this is entirely a different condition.

Or the negotiation of an agreement, or any question arising thereunder and the execution of a written contract incorporating in the agreement reached if requested by either party, but said obligation does not compel either party to agree to a proposal or require the making of a concession.

Part No. 1 is just as much bargaining collectively as the other, and in part No. 1 it says nothing whatsoever about reducing anything to writing.

Part No. 2 does take into consideration putting the agreement into writing. One deals with conditions of employment and the other deals with a written contract, and here is where we complied with both. Under part 1 we gave them conditions of employment which deal solely with wages, hours, and working conditions.

The CHAIRMAN. You are right about that. Don't misunderstand me. I said before you moved along legally and you have had good advice. You moved along legally and the point is this: That when someone with whom you are dealing wants to understand just what their working terms are and ask you to agree and you say no, we are not going to enter into an agreement with you, that is different.

Mr. RHODEN. That is not the exact picture. We took the first part of it and we said, all right, this is the part of the law that we would rather operate under, the conditions of employment. They said no.

All right, we will take the second part of it. Here is our Form P–6 (a), a signed agreement and so we complied with every bit of it. The second part of what is called bargaining collectively does not say that the type of agreement that one party wants is the only basis of agreement, and so under this section they did not have to agree to our type of the contract and we did not have to agree to their type of contract. We did out best to reach an agreement with them upon the type of contract that we would sign. We could not. We were as honest in that as perhaps they were themselves.

So, we have complied to the last letter with both phases of collective bargaining under the Taft-Hartley law, No. 1, conditions of employment, complying in its entirety with the first part; No. 2, Form P–6 (a) in the agreement complying in every detail with the second conditions of employment under the Taft-Hartley law.

The CHAIRMAN. Mr. Rhoden, you could just as well have gone out and stated that they had refused to bargain with you collectively, and that is why you were striking instead of wages.

Mr. RHODEN. No. It was not, for this reason: If they had paid the increased scale, or we will go further and say this: If they had tried to work out with us a satisfactory increase in pay, not necessarily the amount that we voted to strike for, we would have been working in their shops and there would have been no interruption in work at all.

The CHAIRMAN. Would they have any assurance that you might not do that again within 60 days if they tried to make a contract for a year?

Mr. RHODEN. The same assurance that the 10 Chicago publishers had without a contract. They have the same assurance, and about 200 out of about 300 of our Chicago commercial employers have the same assurance.

Remember this: We have had no more work stoppages, Mr. Chairman, in the shops where we did not have the agreements than we had in the shops where we had signed contracts. We have had no more and that practically means none in either one of them because we always have gotten along fine whether we had a contract or did not have a contract. The integrity of a union is what is maintaining the conditions and not the signature.

Let me say this: A dishonest man is not going to be made honest by signing something. The only way that you can be assured of any man carrying out any agreement is the integrity of the individual. The integrity of the typographical union is exactly the same as it has been in all of its century of existence. That integrity is the assurance of the majority of the publishers that the typographical union is going to operate their composing rooms efficiently the same as it has in the past and as it will be with this minority.

The CHAIRMAN. I am wondering as you say that, knowing it to be the truth, with respect to the integrity of the union, whether or not you still have a realization in mind of a law that was passed to cure an obvious evil?

Mr. RHODEN. What evil existed in our union?

The CHAIRMAN. Not in your union, but many times in the history of our country laws have to be passed that will cure an evil and you never think in passing a law of curing an evil that does not exist with some certain person like yourself or your union, and the people that you have been going along with and you have been able to do it by an agreement.

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Mr. RHODEN. And your law denies us the opportunity of doing that; not from my point of view but from the point of view of the publishers.

The CHAIRMAN. If that were the case, then, you mentioned the honest thing to do would be to come right out and have your strike on that basis rather than calling it a strike for wages and giving the publishers an opportunity to say that if in the future a person should be hired by them in a manner which they think should be under the act, just as you feel you are moving under the act, that you might be able to do the same thing and go out on the basis of wages when the real reason for your striking is to keep what you call the closed shop? Don't you believe they have a right to feel suspicuous of that in view of the fact that you have changed the procedure that you have gone through for years without giving the law a chance to operate?

Mr. RHODEN. Not the slightest, because we are not interfering with the rights of the law to operate. You have just admitted, and I think we have put this law under the microscope here this morning, that if this is a legal document—and you have admitted this is a legal document—and if it is legal you cannot interfere with the operation of the law. So knowing that it is legal it cannot interfere with any law.

The CHAIRMAN. I said it is legal because you do not have to enter into any agreement, but I wonder why you appear to say that you are operating under the law when you say in the first place that you are not in accord with the law and you never intend to comply with that provision of the union shop?

Mr. RHODEN. Mr. Owens, we do have to and we do constantly obey many laws that we do not like to have upon the books and we don't have to be in accord with the law to observe and live under it. Remember this: Any democracy will enact bad laws just the same as good laws. A democracy inevitably is going to create bad laws just the same as it creates good laws. And how do you do in a democracy? You observe the laws whether they are bad or good and you try to correct the bad laws.

So here is the way we have done it. While holding the law in the utmost contempt, and I am not saying that to cast any reflections personally upon you, but I am talking about the law——

The CHAIRMAN. You stated a little differently than Mr. Randolph, because I can smile when you do it.

Mr. RHODEN. Thank you, Mr. Chairman.

The CHAIRMAN. Go ahead.

Mr. RHODEN. Let me say that we have the utmost contempt for the law and yet we obey it scrupulously. I will give you another illustration. I think this will come home to the hearts of all. We had not only a law that I am speaking of now, but a constitutional amendment. In other words, we had the final supreme authority that can be given to any law in a democracy. I am speaking of the prohibition law. Now many millions of Americans did not respect the law and they did not obey it. I happened to be one American who did, and I had the utmost contempt for that law, but I never violated the law because I do not drink wine, beer, nor whisky. I simply don't care for it.

The CHAIRMAN. There are a lot of us useless fellows like that.

Mr. RHODEN. So I observed that law scrupulously while never believing that the law should be enacted because I do not think that we should deny to any individual the right to drink what he believes he should drink and what he pleases to drink as long as he carries it and behaves himself. That is an illustration here.

We are not going to violate this law, but we are going to live the best we possibly can under it without surrendering any of our traditional rights and we have so provided in our conditions of employment and in our Form P–6 (a).

The CHAIRMAN. What I am trying to say and I do not think I put my point across to you yet, is this: While you are saying you do go along with the law and you have contempt for the law and you are just going to try to live along with it, but that it is not going to affect any of your traditional rights, you have moved in such a way that you are trying to keep the benefits for the men under the law, a law that you do not intend to operate under, or to even follow in one way except for the purpose of trying to protect the men under it.

Don't you think it is only fair and right if you want to keep the protection for the men under the law that you do it openly?

Mr. RHODEN. We are doing it openly. Everything we have done is open. I don't know anything we have not done. The president of our international union pointed out when he was on the stand here that we live in a fish bowl, and everything that we have done has been open to the public. I don't know anything that is more open than the conditions of employment and I don't know anything that is more open that Form P–6 (a).

Every newspaper in the country has spread upon its newspapers of this country this story and almost every radio station has told you of our conditions of employment and our Form P–6 (a). I dare say nothing that the publishers have ever done has received one part the publicity that our procedure has received.

You ask if we are open? Why, we are the very personification you might say, our union is, of that particular thing that you say we should have which you say is openness in what we are about.

The CHAIRMAN. All right, go ahead.

Mr. RHODEN. Now, we necessarily, with all of these questions and side issues, have taken up a lot of time, but if you feel like it is necessary it is O. K. with me because I can stay here as long as necessary in order to get the case presented.

The CHAIRMAN. I am getting your points pretty well. You are clarifying them for me.

Mr. RHODEN. Now, we tried to proceed upon a closed-shop contract effective not later than August 22 for a year as the Taft-Hartley law provided. In order to do that we felt that it was necessary for us to have certain reservations in the old contract for this reason. That the old contract, Mr. Chairman, even with the extension of the closed shop for a year took away from us two of our basic fundamental rights or at least made it possible, if the employer so desired to take away those two basic fundamental rights, and one of those is the right to refuse to handle struck work, and the other is the right to control the jurisdiction that we traditionally performed.

Now, in order to protect that, our International Typographical Union drew up what it called Form A. It sent this out to all of the

different unions throughout the country to guide them in making an agreement that would continue the closed shop, and I believe you have a copy of this, for a year.

The CHAIRMAN. That is a different one from this?

Mr. RHODEN. Yes. So the International Typographical Union sent this out not as a blueprint that had to be followed in its entirety, but as a guide, and certainly the official of the International Typographical Union in trying to preserve the traditional rights of its members would have been extremely derelict in its duty if it had not attempted to guide its members in the requisite for preserving those rights.

So I will read its instructions first to the local union and then I would like to go into the contents of this. The reason I don't care to submit this as an argument without comment is that the other side has commented upon most of this, and I would like to get our comments as to the meaning of it into the record.

Now, it says here:

1. If your union has an existing agreement (approved by the ITU) with an employer (entered into before June 23, 1947), and you are satisfied with its provisions and desire it to remain in effect, you need not take any action as it will be valid and enforceable for its full term. It can be amended as to wages, hours (if interim opening is provided) without affecting its termination date (lawyers differ on this latter point). Write the president of the ITU concerning any other proposed changes.

That is something you cannot object to.

2. The new law as to closed-shop contracts does not go into effect until 60 days after its enactment on June 23, 1947. Therefore, until August 22, 1947, contracts may be negotiated and signed, but such contracts can be made only for a period not to exceed 1 year. New sections must be added to preserve our rights under the new law. (See pars. 4, 5, 6, 7, 8, and 9 of enclosed Form A.)

That is a mere factual statement, the first part of it, and no one can object to it because it is a fact. Certainly, they were not doing anything that was undemocratic, unethical, illegal to point out if we were to continue our contracts for that year, to preserve the one thing we could preserve for that period, the closed shop, there must be added certain sections to preserve our other rights.

3. If your union has an existing agreement (approved by the ITU) with an employer (entered into prior to June 23, 1947), which agreement expires on a date prior to August 22, 1948, and your union and the employer desire to extend it and keep it in effect for 1 year, or until August 22, 1948, whichever comes first, an extension agreement in the enclosed (Form A) should be signed by the union and the employer before August 22, 1947.

I don't believe anyone can quarrel with that. They say it should, but not that it must, be signed.

Then the next fine piece of advice which would have meant that they were derelict in their duty if they did not offer that, not that they were dictators imposing that on the local union. Do you see the duties of the officials of the union? It is to advise and to lead the membership and in that leading it advises them what in their opinion is to their interest and what is not. It cannot enforce that on them, but it would be a negligence if they did not advise them.

Our international union so advised them and they say this:

Do not be stampeded into signing before August 22, 1947, just to get a closed-shop agreement. We will maintain our right to work only with union men under any circumstances.

Then that was signed by the ITU.

The CHAIRMAN. Now, for the first time, right up to that point, everything was just fine. Now right there they stated in giving them a factor telling them what to do, they reached a conclusion and in fact a couple of conclusions. "Don't be stampeded into taking a step" and then they uttered a conclusion. I would not call that good legal advice and I will state it for the record. That is simply like a soap-box orator when he gets to that point.

Mr. RHODEN. Don't you also agree that the next statement was good advice? "Do not be stampeded into signing before August 22d, 1947?" Otherwise is it a good thing for anybody to be stampeded into doing anything?

The CHAIRMAN. I agree with you if it left the last part of it off.

Mr. RHODEN. Now, to show you that the second part there, "We will maintain our right only to work with union men under any circumstances," did not carry anything that was unethical or illegal. Let me read you from our noncollective bargaining policy adopted at our convention. Again the opening paragraph:

It is our policy that we continue to maintain our long-standing reputation for integrity and performing our contracts and carrying out our union commitments.

So you see our only purpose in that was just to be as honorable as we had always been in the past in living up to our agreements and in performing our commitments.

The CHAIRMAN. All of that is true, but the only thing I am complaining about and I say it for the record is that everybody is requested to obey your laws. You want to be given credit for doing the right thing and having people obey your laws and follow your laws, and so the same credit should be given to everybody else, including your legislators, and they should be given the opportunity, too, instead of being maligned with reference to their intentions to express themselves. If you believe what you are doing is right, go ahead and do it without maligning the other man while you are doing it.

All right, Mr. Rhoden, go ahead. I am not talking to you personally, but I am setting the blame where it belongs on the union leaders throughout the country. They want their rights to be respected, but they refuse to respect the Congress and the laws that it passes.

Mr. RHODEN. I always respect as such our legislative bodies, whether it is city, State, or National. I always respect our form of government. I respect the office of the Presidency of the United States at all times. I respect the office of the Congressmen at all times and when I differ with the Congressman, I am not thinking of that Congressman as an individual, but I am thinking of him solely in the light of what he does and when I criticize, I critize what he has done and I am not applying that to him as an individual.

Many of the finest people personally can do the wrong thing and I can like a person immensely when I cannot agree at all with a particular thing he does or conclusions that he reaches.

So far as I am concerned, Mr. Owens and Mr. Busbey here are very fine, admirable individuals but I may differ with what you do, however. I don't differ with your right to do it, and I do not mean to cast any reflections upon you as individuals at all.

The CHAIRMAN. I think what you say is true, but as I said before, when the leadership, just because they feel that a certain law might have interfered with what they want to do, do not just challenge

Congress as a whole, but challenge the men that had anything to do with writing the act or passing the act, and they are going to take them out of office for that one reason, regardless of how many good acts they might have done in Congress, or who might take their place. Do you think that that is right, Mr. Rhoden?

Mr. RHODEN. In any democracy, Mr. Owens, the people are the final judges. They have to see that the men who represent them really express their views and if they do not, then that vigilance would mean that they would try to remove them from office and they would try to see that people were returned who did express their views.

The CHAIRMAN. Their views? You are not talking of the views of the people of the country? If the men who are in Congress feel that they are protecting the rights of the people of the country, that does not necessarily mean that it is protecting the rights of a certain few. It might not go along with the feelings of a certain few individuals who might profit or who might have more power if the laws were worded a little differently, but is that any reason for an attack upon such individuals?

Mr. RHODEN. Let me say this, Mr. Owens: It is so often in a democracy we think of what was done in terms of the individual who did it and so oftentimes we will say: Well, Mr. Taft, you blankety-blank. We are not damning Mr. Taft as Mr. Taft, but we are damning Mr. Taft only to the extent that he did this particular thing. So sometimes when we kind of swear when we mention the name of Congressman Owens, we are thinking only in terms of what Mr. Owens did and not about the fine personality that no doubt is the real Congressman Owens.

The CHAIRMAN. I am not looking for any compliments or reaching for them, but I am going into the language that you worded there a few moments ago to express the thought that I tried to bring out, that when you want your rights obeyed you want your laws followed and you have a right to have that and you ask for respect for the laws and I say this to you: You are not going to obtain respect for your laws by making a general vicious attack upon the laws of the United States and ask for disrespect for those laws.

All right, go ahead. I have concluded.

Mr. RHODEN. Now, Mr. Chairman, I want to come down and take up the actual sections of form A, paragraphs 4, 5, 6, 7, 8, and 9, and I don't discuss the first three paragraphs because they are merely routine paragraphs necessary in any form of a contract. I will start with paragraph 4.

> By the execution of this amendment of agreement the parties reaffirm all of the provisions of said original agreement and agree to such amendments as are hereby added, all of the same to be effective until the end of the term of the extended agreement; and the parties in mutual consideration of the execution of this amended agreement agree that such amended agreement may be canceled and terminated at any time hereafter by either party, upon 60 days' written notice of said termination to the other party, and that neither party hereto shall bring any legal action against the other party, or be liable in damages, except as hereinafter provided, for any breach of the contract or amended contract between them, or for any other matter growing out of their relations one with the other.

Now, there is not any language in there that is illegal. There is not any language in there that is unethical. There is not any language in there that is un-American. There is not any language in there that anyone can validly disagree with.

The publishers had a perfect right to disagree with what was valid and they did that. They could not agree with us but there was not a thing in the world there that was what you might say reprehensible from any point of view.

The CHAIRMAN. That is a good word to use, Mr. Rhoden, because I read the first part of the act, before, the title and the declaration, and I said the parties could enter into any agreement if they wished, if it just concerned themselves.

Is it your thought that what you have done would bind each individual member of your union and prevent him from bringing a suit against the employer, or the union, out of what might arise therefrom?

Mr. RHODEN. Always heretofore, Mr. Chairman, we have settled all of our differences through a court of procedure without suit or anything like that or taking them to court. The idea was to preserve that tradition.

The CHAIRMAN. Do you feel that that would prevent any individual employee who feels that he might have been mistreated and might have suffered damages or a wrong, from suing either the union or the employer because you would make that an agreement?

Mr. RHODEN. Yes; and let me say why. As I have pointed out here many times, the law may give you the right to sue, but it does not compel you to. The law gives the union the right to sue the employer, and the law gives the employer the right to sue the union, but the law does not compel either one to sue the other. So, it is perfectly legal and ethical for them to agree not to use the courts to sue each other.

The CHAIRMAN. The word "legal" between you and the employer is merely a term and it is perfectly proper. It is like the contracts that might be made between a building contractor and a union. They are within the State and they can do it and they can take their time and raise their prices or do anything else, but the question is, Is this thing going to hurt the general public? That is why I read the language before that said:

> Industrial strife which interferes with the normal flow of commerce and with the full production of articles and commodities for commerce can be avoided or substantially minimized if employers, employees, and labor organizations each recognize under law one another's legitimate rights in their relations with each other, and above all recognize under law that neither party has any right in its relations with any other to engage in acts or practices which jeopardize the public health, safety, or interests.

Then they went on to say:

> It is the purpose and policy of this act, in order to promote the full flow of commerce, to prescribe the legitimate rights of both employees and employers in their relations affecting commerce, to provide orderly and peaceful procedures for preventing the interference by either with the legitimate rights of the other to protect the rights of individual employees in their relations with labor organizations whose activities affect commerce, to define and proscribe practices on the part of labor and management which affect commerce and are inimical to the general welfare and protect the rights of the public in connection with labor disputes affecting commerce.

So that the courts in interpreting a suit by any individual or by people aside from those who are actually in the contract themselves, some third party or some customer of the employer who has been injured as the result of that agreement, could come in and sue. They are the general public, and for the first time the court would then

determine whether or not the general public had been injured by your contract.

I agree with your first premise, but I don't agree that it is completely ethical and could not injure either the men or the other members of the public.

Mr. RHODEN. Let me ask you this: Do you consider that the type of relationship that the union and the publishers have enjoyed has ever injured the public? Can you cite any instance where the relationship that has existed in the past between the publishers and the union has injured the public?

The CHAIRMAN. I stated too many times what I thought before about local 16, and my knowledge of the men and the leadership to say that that has anything to do with it, and I don't agree with you that any of your relations have anything to do with the general law we passed to protect the people where they have been harmed by the actions of others. We are only asking that you, a good union, and the publishers cooperate to give the law a chance to operate to protect those who need protection and not have it affect you people who have been able to get along together with an agreement and not in any way to take a step toward attacking the law which is all we heard through this entire proceeding, and especially from the president of the ITU.

Mr. RHODEN. Remember that we are proposing here contractual relations affecting only the publishers and ourselves, and not the miners and not the teamsters or anybody else. We do not write their laws. We could only write what has gone into our law and you just said that our relationships in the past has never injured the public and then that being the case, is there anything wrong in proposing language that would continue that same fine type of relationship that has never injured the public? And remember this, that any outside person who has ever been injured by our relationship could have sued us in the past if we did any damage to them.

The CHAIRMAN. No; I don't agree with you on that. The passage of this law has for the first time given the court the right to pass on suits of individuals and to get damages from the union and from the employers that they did not give before, and I think it does place both the union and the employers in a different position in entering into a contract, and I believe it does give the employers the right to demand an agreement whereby they would know exactly what their status is with the union.

Mr. RHODEN. Mr. Chairman, I disagree with you that the public did not have a right to sue any time in the past because of anything that the union or the public did that would injure them. I don't believe we needed a new law to give the public that power, but, let us say this: That they did not have it before just for the sake of illustration. We did not say in here that the public could not sue. We merely said in here as we had a perfect right to do, that the employer and the union will agree that they won't sue each other. We did not say that we would agree that the public could not sue either one of us because we could not say that. That would have been illegal if we tried to put that in there.

The language in there applies solely to what we would do to them and what they intended to do to us.

The CHAIRMAN. I asked you before if you were trying to bind your individual members?

Mr. RHODEN. No. If any individual of ours wanted to go into court, that is his prerogative. The union has not denied him that right. We could not keep him out if he wanted to go in.

Now, to continue:

5. The parties further agree that: If any part of this agreement is declared legal or inoperative by any agency or court, this entire agreement shall thereupon become null and void.

Now, my comment upon that is this: There are only two ways a thing like that can be written, one is just as we have written it there, that the whole contract can be declared null and void if any part of it is declared null and void. The only other way it could be written is that the rest of the contract would not be declared null and void.

It was our desire that all of the contract be declared null and void so that we could sit down and write a new contract in its entirety if any part was changed. So there is nothing illegal or un-American in that.

The CHAIRMAN. But there is something unusual.

Mr. RHODEN. No, we have done that many times before. It has been done many times before by all organizations.

The CHAIRMAN. You say you have entered into contracts like that before?

Mr. RHODEN. No; that we have it understood many times. I don't say that these particular publishers, but many of our employers throughout the country, if any part of our contract was declared that way, we would declare all of it as terminated and then we would sit down and try to write something that would meet with the provisions of the law.

6. It is agreed that the union is the exclusive bargaining agent for all composing-room employees.

That is their right under the continuation of the closed shop which this Form A was written to carry on. [Continuing:]

And it is further agreed that the term "composing-room employees" is subject to definition and limitation only by Chicago Typographical Union No. 16 and the International Typographical Union.

We are the only ones that have ever defined that. [Continuing:]

It is further agreed that in the event of a difference of opinion between the employer and said unions as to the desirability of union's ruling defining "composing-room employees" the employer may, on 10 days' notice to the union, declare this contract null and void. It is further agreed that during said 10 days or other period of time during which such a controversy may exist the employer will not appeal to any agency whatsoever for a determination of that issue, but that said issue is a matter for agreement or settlement solely by the employer and the union.

Now, discussing that for just a moment. What can be fairer, more legal, more ethical, or American than for us to agree that if we cannot agree that then either party can cancel? We gave the right in that case to the employer only that he can cancel the contract and then he can try to write another one with us that will be more satisfactory to him than this one was, and what can be fairer than the further proviso that we spend that 10-day period around the conference table to see if we can work out an understanding so that it will not be necessary for the publisher to feel like he must cancel the contract?

The CHAIRMAN. Is that agreement to be signed?

Mr. RHODEN. Yes.

The CHAIRMAN. In other words, that is an agreement that you can agree to disagree?

Mr. RHODEN. Well, we always do that. You should see the differences we have, but we sit around a conference table and try to work them out.

The CHAIRMAN. So it is a question of adopting that contract or taking the conditions of employment?

Mr. RHODEN. No. We invited them to write changes if they could not agree with this. We were trying to reach an agreement with them because here was something we would sign.

7. It is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the joint standing committee provided herein, and that no award for damages shall in any event exceed the sum of $25, provided that said limitation of $25 shall not apply to claims for wages.

Now again, there is nothing unethical or illegal in agreeing that you would follow a certain code of procedure if any differences arise, and there is also nothing illegal or unethical in stating what the maximum damages shall be under that condition. That is the only thing that we propose.

8. It is agreed by and between the parties hereto that while it is their intention to preserve the historic and successful processes of collective bargaining there is no intention to violate any Federal or State law. In the event that any action is brought against either party to this agreement by any person or agency whatsoever attacking the validity of this agreement or seeking to prevent its terms being carried out, either party to this agreement may thereupon declare this agreement null and void.

The CHAIRMAN. Would you mind reading that again?

Mr. RHODEN (reading):

8. It is agreed by and between the parties hereto that while it is their intention to preserve the historic and successful processes of collective bargaining there is no intention to violate any Federal or State law.

I do not believe that even the publishers could disagree with that. [Continuing:]

In the event that any action is brought against either party to this agreement by any person or agency whatsoever attacking the validity of this agreement or seeking to prevent its terms being carried out, either party to this agreement may thereupon declare this agreement null and void.

Otherwise that is only stating that if we cannot reach an agreement that we can do what always should be done when you cannot reach an agreement. You simply terminate your relationship.

9. The parties further agree that: No member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union.

The CHAIRMAN. Will you mark this Form A as "ITU Exhibit No. 2"?

(The document referred to was marked "ITU Exhibit No. 2, January 2, 1948," and will be found in the files of the subcommittee.)

Mr. RHODEN. In the Chicago publishers' objection to that, let me point out to you, Mr. Chairman, that that is a part of our contract with the employing printers of Chicago who are members of the Franklin Association and the contract was effective as of September 4, 1946, and

on page 10 of that contract, section 17 we have this language which I am quoting:

The union reserves the right to its members to refuse to cross picket lines.

Now, the proposal here was not quite as all-inclusive or as drastic as we had in the contract with the commercial employers because there was no qualification of the phraseology with the commercial printers. That gave us the right to refuse to cross picket lines but the only proposal we made to the publishers was a mild application of that which says:

No member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union.

Instead of giving it the sweeping inclusion that the contract with the commercial employers gave, we limited it solely to the members of the International Typographical Union.

The CHAIRMAN. What did that provision have to do with you and the employers?

Mr. RHODEN. Well, you see the commercial employers considered that we had a perfect right to write into our contract with them, or they had a right to write into their contract with us, that our members did not have to cross a picket line. It was only fair to us to assume that the Chicago publishers would not mind including a modification at least of the same type of an agreement with us.

The CHAIRMAN. But before you were writing a contract between you and the employers and how do you think the individual members expected to do that? What has that to do with the contract?

Mr. RHODEN. It had all the world to do with the contract with the commercial employers, so much so that they jointly wrote it into there with us.

The CHAIRMAN. Let us forget about the commercial employers for the moment and stick to the publishers. What would that provision have to do with them?

Mr. RHODEN. It is merely something that we desired and we had a perfect right to ask them for it and to show you that it was not unfair, every one of our commercial printers in Chicago worked under those same provisions.

The CHAIRMAN. How could you enforce it?

Mr. RHODEN. That would have been entirely up to us just as the employer here did not compel us to refuse to cross a picket line. That is our prerogative. We could use our own judgment and here we are asking for the same right and nothing else.

The CHAIRMAN. Don't you think that belongs to the men?

Mr. RHODEN. It says this:

The parties further agree that no member of the union——

The CHAIRMAN. Is expected——

Mr. RHODEN (continuing).

Shall be required or expected to cross a picket line.

The CHAIRMAN. Don't you think the men have the right to do whatever they want about that?

Mr. RHODEN. Yes; but we want to put it in the contract that they have that right.

The CHAIRMAN. You do not have to put something in that is known, do you?

Mr. RHODEN. We felt like it should be because they have questioned our right before when we did not have it in the contract and we put it in the commercial contract and now we want it in the contract with the publishers.

The CHAIRMAN. You are trying to limit the right of your individual members in a contract with the publishers?

Mr. RHODEN. No, Mr. Chairman; you have not fully appreciated the language. It says specifically in the contract that they did have the right. I grant you that they had the right before generally, but we do not want the publishers to question the right that they already had, so a lot of times so that there is no argument we ask that certain things shall be incorporated in the language of a contract and that was the purpose of that. Now, that is all there is to it.

So you see they would not be doing anything unusual if they agreed with us. There is nothing objectionable to that. Then they offered this as a compromise and if they had been willing to submit this and attach it to that, we would have had a contract that ran until August 22 of next year, and you have this document, I presume—it is dated August 13, 1947.

The CHAIRMAN. Read your part of it.

Mr. RHODEN. I won't read all of the letter but I will just read the part that they propose as a contract:

SECTION 51. It is understood and agreed that no terms or provisions of this contract shall be so interpreted or applied as to violate any local or Federal law;

2. By adjusting the wage rates, as stated in section 42, in such manner and to such extent as may be agreed upon through negotiations prior to August 22, 1947; and

3. By extending the effective term of said contract as thus amended to August 22, 1948, and, in furtherance of such extension, substituting the date August 22, 1948, for the date October 21, 1947, wherever the latter date appears in said contract.

Now, if they would be willing to attach that to this or to a 60-day termination clause then we would have been able to agree in continuing a closed-shop contract for a year and we would not now be confronted with this economic strike that we are engaged in.

The CHAIRMAN. What do you mean? That is as of August 22.

Mr. RHODEN. Yes; that is right. They insisted. They would not consider this contract.

Let me say this. I told them this. I said:

Gentlemen, we are not throwing this to you as an ultimatum. We are throwing this to you as what we believe is the best way out of the difficulties for both of us. If you don't agree with us we invite you to submit your own idea giving us the substance of it.

They said:

We don't agree with you on the substance.

And I put it this way. I said:

What substance is subject to interpretation. If you will make an honest and sincere effort to rewrite that, maybe you can get the language in there that you feel will protect the substance you want and we may be able to feel that that is the substance that we want; and how can we ever find out unless you make an effort?

But they refused absolutely to make any effort to rewrite it so that we could get along and they handed us that as the only language that we would add to the old contract. We would have accepted if they would attach it to this, or a modification of this. That is one we fell down on.

The CHAIRMAN. Were you going to leave the old contract in effect? Would you take this and the old contract and those terms there?

Mr. RHODEN. We were taking the old contract with these modifications and that would have continued until August 22.

The CHAIRMAN. And this also?

Mr. RHODEN. Yes; their proposal and our proposal.

The CHAIRMAN. And the old contract?

Mr. RHODEN. And the old contract; that is right.

The CHAIRMAN. Go ahead.

Mr. RHODEN. Now, Mr. Chairman, I want to discuss our Form P–6 (a). Here is the way it would have worked. We would have taken the first page of it, with paragraphs (a) to (i), inclusive, and that would have been attached to any agreement or any contract that was signed. It might have been simply attached to the previous contract with whatever modifications we agreed upon, and it might have been attached to our conditions of employment rewritten so as to make it an agreement or contract instead of conditions of employment, or on the basis of an entirely new cntract. We submit it in this matter. We submit it along with our conditions of employment with the understanding that we would rewrite the language of our conditions of employment so as to be a contract like the contract that has just expired.

So here is what those paragraphs provide, and this is the thing the publishers objected to so much.

Paragraph 1—forgetting the language above which is just routine language necessary to an agreement—

Party of the first part hereby recognizes the party of the second part (the union) as the exclusive bargaining representative of all employees subject to the latter's jurisdiction.

Now, you see that did not ask that we would be the exclusive bargaining representative for nonunion people but only for our own members.

The CHAIRMAN. That would still be subject to your taking the necessary steps before the Board; won't it?

Mr. RHODEN. Well, maybe and maybe not, but that is a matter that could have been worked out.

(b) The party of the first part recognizes the right of the party of the second part to formulate laws, rules, and decisions for conditions under which its members may seek or accept employment and agrees there shall be no interference whatsoever by the party of the first part in the observance of such laws, rules, and decisions, nor shall any issue be raised or complaint considered except in event such laws, rules, or decisions conflict with the terms of this agreement.

Under section 7 of the Taft-Hartley law the union has a perfect right to formulate its own rules and regulations. The only thing this section is doing is just merely exercising the right that the Taft-Hartley law gives to us of formulating the rules and regulations under which to govern our members.

The CHAIRMAN. Section 7 does not refer to the union at all. It refers to the rights of the employees to organize and bargain collectively. That could be through a union or through a representative or——

Mr. RHODEN. That is right.

The CHAIRMAN (continuing). Any way they might want to handle it.

Mr. RHODEN. But if they did operate through a union, this is merely stipulating the right that they had.

The CHAIRMAN. Of course, if they had they would be operating under section 7 and they would be representing the entire membership and not just their own members.

Mr. RHODEN. However, they could not specify laws governing the man who was not a member of the union. They could only specify rules and regulations, union laws.

The CHAIRMAN. That is not the intent of section 7.

Mr. RHODEN. Mr. Chairman, the intent of section 7 is that a union has the right to make its own laws and regulations, and the Taft-Hartley law so says.

The CHAIRMAN. It does not mention the union at all.

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8 (a) (3).

Mr. RHODEN. The paragraph I am referring to is section 8, paragraph (b) (1), which reads as follows:

To restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7: *Provided*, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein—

So the only thing we were doing in that paragraph was just merely stating what the law said we had the right to do so far as governing our own members is concerned.

The CHAIRMAN. That is the point I have been stressing right along here when I continued to read that along with the other part. That is the section relating to the unfair labor practice. I read the unfair labor practice of an employer, where he shall not discriminate in regard to hire or tenure of employment so as to encourage or discourage membership in labor organizations—

Provided, That no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members—

So the employer has the right to feel that when he is dealing with the collective-bargaining agent that that collective-bargaining agent is dealing for all of the employees and not for just a limited number.

Mr. RHODEN. Mr. Chairman, if you had stopped the law right there and had not brought in that very, shall we use that term reprehensible clause (B) you could have had real union shop, and I will read that for you:

(B) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

Now, that is the thing that protects the right of the union to determine the standard of its members, takes away from it and resolves it down to one issue. The only obligation under this law that a member working in a union shop has to the union is to pay his dues and initiation fees and if he does that and if he fails to live up to any other standard then the union cannot discipline him if they want him to work in the shop as a union member.

The CHAIRMAN. Mr. Rhoden, I might say to you in justice to your thought and others when the union leaders appeared before the committee, and that included Mr. Green, Mr. Bittner, Mr. Hutchinson and all of the others, and they were asked about the closed shop, the reason for it, the record will show they made only one answer each time and that was these other men should carry the burden. They should not be riding on the backs of the union members.

Congress agreed with that. They thought that was just and right that there was no reason why those who were profiting by the acts of the union, that is, the labor organization in accomplishing results for the men should not pay their share of the burden.

The law was passed theretofore to give the labor organization which represents a majority the right to impose upon the other 49 and a fraction percent who would be willing to carry along and take the benefits without paying for them, it imposes upon them the obligation to pay their way, so that if they don't pay their way the union can put them out of the union and when the union puts them out the employer has to discharge them. That is the reason for that provision. There is nothing reprehensible about that.

As a matter of fact that is a protection and it forces these people who want to be carried along. I am not talking about an organization like yours where the membership has been willing to pay their way and willing to join it, and I assume that is true even though you have gotten 42,000 members in the last 10 years which would seem to indicate that you must have utilized the provision of the law in many cases to bring those men into your organization and make them pay their dues, but there are many organizations where that is a tremendous protection for the organization, and for the men and the employer.

Mr. RHODEN. That section (B) is a protection solely for the open shop persons and not a protection for the union. If you had included paragraph (A) it would have been all right and you should go back to Congress and knock out section (B) because that is where the whole danger comes in.

Let me read the proviso down there that includes (A) and (B):

Provided further, That no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members—

If you stopped there you would have had a fine thing so far as that particular section is concerned because no fair-minded union man believes that any person should be denied membership in the union on any basis different from any other member. We believe in putting everybody on the same basis of equality. If you had left it right there then you would have it this way. The employer could not discharge this person for not joining the union if the union kept him out on any basis other than the same basis that they permitted every other person to be a member.

That is democracy, but when you put in the next provision then you knock every good feature of that out by saying this, "He did not have

to discharge him if he was denied membership on any basis except refusal to pay dues or initiation fee."

That meant that he could be treasonable to every ideal of the union and as long as he was willing to pay his initiation fee the union had to retain him or the employer could keep him on the job for the rest of the man's life.

The CHAIRMAN. I will answer that. Your union is one that did not need the law. You had your men with you and they stayed with you. We assumed that you did the right thing for them. They went along and we will assume that that will continue and they will continue to stay with you because you are doing it right for them.

But when the law was passed which gave, in any company where there had never been a union before, a right for a majority to form a collective-bargaining group, and to represent the others, and if it stopped there and they did not have a union shop and represent the others, that is all right, they are just dealing for themselves, but the other 49 and a fraction percent are coming along and they are getting the benefit of that and they are not paying for it and the union objected to that. They said they are not paying for it and they are getting the benefit of it.

Those men do not have to agree to anything they are doing but they have a right under the law to keep their jobs.

But now the same 30 percent of the union group come in and apply for a union shop and they vote for a union shop and from that time on they go along with the union shop and those who were not paying their dues before are now required to pay their dues. They are now required to pay their way.

However, we put in the further provision as long as they continue to pay their way they can continue to work, but as soon as they stop paying their way the union can put those people out that they forced in under the law and the employer has to discharge them.

There is nothing unfair about that and I think it is as fine a provision as was placed in any law. That has no application to a union such as yours where the men can protect themselves.

Mr. RHODEN. On the contrary, it does more damage to our union—that provision—than perhaps any union in America. The trouble with this Taft-Hartley law, Mr. Chairman, is that it was drawn up in such an atmosphere of panic, such an atmosphere of animosity to unionism, so ill-advised and so ill-considered, that you destroyed the good that there is in union and you did not do a thing to hurt the bad.

The CHAIRMAN. Just a moment, Mr. Rhoden. Let's take the prior act—prior to the passage of placing anything into this provision. You could deal with your employer and make contracts and you got along very nicely and if there was no act passed at all—no Wagner Act—it would continue to be that way, but the Wagner Act was passed. Under that act, one group under the law was permitted to organize and deal for all of the others and then they were permitted to develop that, by agreement with the employer, into a closed shop, so then the 49 and a fraction percent who might never have wanted to join the union were forced to join the union, and then if the union were to put them out the employer could not even question, and nobody could question, the reason for putting them out and they could wander as they did in many cases throughout the country and no longer work in their profession.

So they had to be protected and this provision was put in there to protect them. There was no intent to harm a union like yours, but to protect the men who were being harmed.

Is there anything wrong about that?

Mr. RHODEN. Everything wrong and I will analyze it so clearly that I believe you will understand the point that I am trying to make.

If your intent was to protect the union, then you were certainly very badly advised as to how to write language in there.

The CHAIRMAN. Protect the men.

Mr. RHODEN. All right, protect the men. The term "union" with the typographical union is synonymous with the members because we are completely controlled by the membership. No one except a majority of the membership ever write one of our laws or interpret it or anything else. Our organization is perhaps the most democratic organization that you can find in America.

Let me analyze it for you. Take clause (A), which says, "If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members——"

The CHAIRMAN. What I am trying to say to you is this: That point with what you have said about not interfering with the union in any way under 8 (b) (1) and 8 (b) (2) took care of a situation exactly such as your union.

Mr. RHODEN. It did not.

The CHAIRMAN. That is a question for interpretation of the court. There is where honest men may differ about the interpretation of the law and I will say you will never know until you give it a chance to operate.

Mr. RHODEN. I can read language. The language you refer to is not specific. This language is specific. This language is so specific that no court could interpret it except in the way that it reads because it gives detailed instructions of how to destroy the union and that is this. I want to analyze it for you. That section (A) is a condition under which we take every member into our union. That is, that he shall observe all of its rules and regulations and all of the high standards of brotherhood and fellowship to his fellow union members. The next paragraph knocks all of that out because it says this, that all he has to do to retain his membership in any union in good standing to the extent that he can continue to work in the shop is this.

The CHAIRMAN. You are putting two things there. You can put him out of the union. You don't have to retain him in the union. You can put him out of the union, but in that particular case if it is a person that you brought in he might never have wanted to be in there in the first instance and he might not go along with your theories, and if you put out that man who did not want to be in there in the first instance you have a right to do it but you can't take his job away from him.

Mr. RHODEN. That is what wrecks our union.

The CHAIRMAN. That does not touch your union or reach your union in any way.

Mr. RHODEN. If you will just listen, Mr. Chairman. Read this. I have lived with my union for nearly 30 years and I know how it operates.

The CHAIRMAN. You are damaging the members of your union now and not the Congress.

Mr. RHODEN. Here are a lot of the members of my union. Ask them if I am damaging them.

You say if they have a right to stay in the union that they are no longer——

The CHAIRMAN. I would not charge men of local 16 with that.

Mr. RHODEN. See here, Mr. Chairman, if section (B) does not give us any control at all over our membership so long as they are willing to pay the dues and initiation fees, a person can be the worst wreck that has ever existed in this country, he can be a man that does not understand the first principles of unionism and he can go out and do anything that is unfair to his brother union man, he can violate every rule that the majority of our membership lays down for the conduct of union men, and he cannot be discharged from a union shop so long as that person pays his regular dues and initiation fees.

He has already paid his initiation fees then and as long as he continues to pay his dues. There are conditions on which we will expel a member. If he violates all of the ideals and principles and brotherhood of our union and if he treats his fellow union members in such a reprehensible manner that we can't consider him a person that is in accord with our ideas then we feel like we have a right to expel that person, but we could expel him and that rat would still work in the same shop we did and we would have to work alongside him for the rest of our lives under provision (B).

The CHAIRMAN. You told us the other day that the employer had the right to hire and fire. Are you telling me different now?

Mr. RHODEN. I did not do that. I did not do that. Wait a minute. The employer, I said, had a right to hire and fire, but under our agreement the people he hired were union men. Under our contract he always hired union men. He did the hiring.

The CHAIRMAN. You mean he did the hiring if you told him who to hire.

Mr. RHODEN. No; we agreed in our contract who he was going to hire, and that is only members of the union. That is a closed shop. That is a difference between the right that we had and the right that 4.8 million of the organized workers of America work under and the emasculated right that you leave for them under the Taft-Hartley Act.

The CHAIRMAN. You forget there are 60,000,000 people working in this country.

Mr. RHODEN. This is a law that you said governs union people.

The CHAIRMAN. What I pointed out to you before, if a law was never passed in the first instance there would never be any difficulty like you are describing.

Mr. RHODEN. Then let's do this. Let's throw the law into the middle of the Pacific.

The CHAIRMAN. Now, what I am saying to you is this. If every leader of labor in this country would go to Congress and tell them they don't want any law on the books and they want a contract like they had before, I don't think there is any question but that Congress would take the law off the books because it was never passed to protect employers.

Just a minute, gentlemen. You are just thinking of your own union and you are not thinking of others.

Consult with the labor leaders of the country, Mr. Green, Mr. Bittner, Mr. Lewis, and the others, and you will find Mr. Hutchinson was the only man who said the same thing as you said before the committee, that he would just as soon have the law off the books and no law there. He was the only one who did that.

If you can get them to agree that they don't want a law on the books, that is fine, but they are the ones who created the evil in the first instance that did injure a large number and a far larger number of people than are in your union or unions like yours and they had to be protected by a change in the law. That law kept every right to the employees that was in the preceding law against employers and set forth a lot of additional protection for the individual men.

It is true that it restricted the power of certain labor leaders who would like to have done just what they wanted to do, and that is why they are complaining, but we did not for a moment think that it would affect good leadership like yours.

Mr. RHODEN. It does and it hurts good leadership, Mr. Chairman, more than it hurts bad leadership. It does not do anything to bad leadership but it does a tremendous amount of injury to good democratic leadership and that is why we object to it and that is why the whole thing should be wiped off the books and buried in the deepest spot in the earth so that it can never be resurrected again.

Mr. BUSBEY. I have in mind the incident a few years ago out here at Chicago Flexible Shaft Co. where certain edicts were handed down by the union officials to the membership of the union that they had to go out and support and work for a certain political candidate. Some of the men in the union felt differently about it and they did not go out and do that. They were hauled in and discharged from the union and consequently lost their jobs. How are those men going to be protected unless some provision like this is in the law?

Mr. RHODEN. Mr. Busbey, I believe that you and I agree that no man can or should be denied his right to vote as he pleases. We agree upon that and let me say that nobody can deny them that right because we have the right of secret ballot and nobody under the shining sun knows how any person marks his ballot when he goes into the cloaked-off booth to mark his ballot. And let me say this, that no labor leader in the world can tell how anybody has voted and no union should tell them how to vote. A union should have the right to recommend. When I say the union I am speaking in terms of the law or the resolution adopted by a majority of the members of that union. They should have a perfect right to represent or request or to enforce any candidate or any policy but no union should have the right and it can't have the right under the secret ballot that we have in this country to compel any individual to vote any way at all, and you could have written a law into the books that would have protected that right without writing the monstrosity in regard to other things that you have.

That is again where the law is ill-conceived, ill-advised and it is completely destructive in the way that you work it out and that is what would not have happened if you had studied this law in the way that the President of the United States recommended to Congress in January of 1947.

Mr. BUSBEY. Mr. Rhoden, I agree with you regarding the right to vote, and I have no comment to make on that, but in this particular

case the union required their membership not only to go out and distribute literature but to make reports on the calls they had made in behalf of a particular candidate on the ticket, and because they did not distribute the literature, and because they did not make a report, they were discharged from the union, and that is all there was to it.

Mr. RHODEN. As I say, Mr. Busbey, I don't agree with anything that denies the democratic right of people, and laws can be written to take care of those abuses without injuring the good phases of unionism, but the Taft-Hartley law did not do that.

Any time that you want to try to write a law that will eliminate the abuses that should be eliminated and retain all of the rights that should always be maintained, then I think we can get together.

Mr. BUSBEY. I would be very happy, and not only happy but solicitous of any amendment that you would care to suggest that would protect these men and still proptect your union.

Mr. RHODEN. I have just suggested eliminating section (A) in paragraph (3) of section 8. You say you invited my amendment. That is one.

The CHAIRMAN. If you eliminated that how would they be protected?

Mr. RHODEN. The union would be fully protected because then all of the fine, high standards of the union could be maintained.

The CHAIRMAN. He was not talking about a union with a fine, high standard, but a union that did not have one.

Mr. RHODEN. The vast majority of unions have high standards. Mr. Busbey, there are far more employers that have tried to interfere with the way that their employees voted than there have been unions, and the employers in many instances have discharged people when they heard that they voted different from the way they advised, and the member had no protection under that.

You try to write a law here that you say is equal for employer and employees, and you do not touch the abuses and the right to vote of the employer, and you say that you want to remedy it in regard to unions interfering with that right, and I agree without that it should be eliminated in both instances, and if the law had been written right you could have done that.

Mr. BUSBEY. I would say, so far as my personal feelings are concerned, I would be just as much against the employer dictating to the employee as I would in regard to a union.

Mr. RHODEN. May I suggest that you go back to Congress and try to get such a law on the statute books, and then we will have a law that will not interfere with labor-management relationship, and there won't perhaps be this argument.

Mr. BUSBEY. I am suggesting that you put into writing to Mr. Owens the amendments you would suggest that would correct that evil and be fair for both sides.

Mr. RHODEN. My first suggestion would be to wipe the whole law out and start over again because the law is so bad it can't be amended to give us the objectives that you say you want in common with us and so let's throw this law out entirely and sit down in the way that the President has recommended and bring in all of the interested elements, the union man, the nonunion man, union employer and nonunion employer and all elements of Congress, and write such a law and then we will have one that will retain all of the good things of

unionism and that will eliminate the bad phases of unionism and will also straighten out all of the abuses of the employers.

The CHAIRMAN. The thing I objected to the other day and object to again is not so much your making suggestions as that you are telling Congress how to do it.

Mr. RHODEN. The manner.

The CHAIRMAN. You say you don't need any law for your union. Why are you telling us to start all over again? Why should we do anything about any law?

Mr. RHODEN. That is O. K. with me, wipe it out. Leave it like it is.

The CHAIRMAN. Let's stay right with that. I say to you if Mr. Randolph, Mr. Lewis, Mr. Green, and Mr. Bittner and the leaders of these unions will come to Congress and say they don't want any law on the books, you won't have any law on the books so long as they protect the rights of the workers. Just so soon as things are done that there are agreements between employers and unions which amount to conspiracies and interfere with the rights of the individuals in the country then you will get laws but those can be done by criminal law to hit conspiracy of that type. Therefore, you don't need a general labor law, but if you tell Congress you don't want a general labor law that general labor law will be taken off the books.

Mr. RHODEN. That is what we want.

The CHAIRMAN. I will report to Congress with respect to you. I can't report for the other labor leaders, but they said just exactly the opposite.

Mr. RHODEN. May I correct one misapprehension that you have there? I am not a labor leader but I am a rank-and-file member. I represent the point of view of the average union member and not the average union official.

The CHAIRMAN. What an average.

We will recess for 5 minutes.

(Whereupon a recess was taken.)

The CHAIRMAN. The hearing will now come to order.

Go ahead, Mr. Rhoden.

Mr. RHODEN. Paragraph (d):

> The party of the first part agrees that it will not assign any work traditionally performed by journeymen and apprentice printers to any employee other than journeymen and apprentice printers, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this agreement as to the correctness or desirability of the party of the second part's determination as to what work has been traditionally performed by journeymen and apprentice printers, the party of the first part may, on 10 days' notice to the party of the second part, declare this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek joint standing committee or outside assistance in the determination of such matters, but that said 10-day period shall be used entirely in efforts to compose the matter solely between the parties to this agreement.

Now, commenting on that paragraph that that is merely for the purpose of preserving that jurisdiction that has traditionally been performed by our members, you will note in the first part it says work traditionally performed. It does not refer to any new work; it does not refer to any work that any other union claimed or has ever claimed jurisdiction over. It refers solely to the type of work that the union has traditionally performed and it is one of those alternatives that the Taft-Hartley law reserves to the employer that he does not have to do unless he wants to. The employer does not have to assign work tradi-

tionally performed by union members to any other union and this merely provides that he will not and that is the further proviso that in case the publisher does disagree with the union and that the publisher has the right, after 10 days' effort around a conference table to iron out, to terminate the contract if he so desires.

It does not compel him to terminate it but it merely gives him the right if he so desires. I can hardly see anything that will be fairer or more legal or more ethical than that. Continuing with paragraph (e):

> The party of the first part recognizes that the party of the second part cannot compel members to work with nonunion printers and apprentices and therefore agrees that any refusal by its workers to work with nonunion employees shall not constitute a breach of this agreement.

That merely expresses in the contract the right that the Taft-Hartley law gives to an individual member to refuse to work under any conditions if he does not so desire. Paragraph (f):

> The parties further agree that no member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union.

I do not need any further comment on that than I have already made. Paragraph (g):

> The party of the first part agrees not to require its employees to perform composition or other work executed or to be further worked on, wholly or in part, by employees working under substandard conditions, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this agreement as to the correctness or desirability of the party of the second part's determination as to what work has been produced under substandard conditions, the party of the first part may, on 10 days' notice to the party of the second part, declare this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek joint standing committee or outside assistance in the determination of such matter, but that said 10-day period shall be devoted entirely to efforts to compose the matter solely between the parties to this agreement.

Now, commenting upon that paragraph, that merely provides what the Taft-Hartley law gives the publisher as an alternative to do. The Taft-Hartley law gives the publisher the right to handle struck work or gives them the right to refuse to. This merely has the publisher agrees with the union that he shall exercise his second alternative that he will not require our members to handle struck work. Paragraph (h):

> A standing committee of two representatives appointed by the party of the first part, and a like committee of two representatives appointed by the party of the second part, shall be maintained; and in case of a vacancy, absence, or refusal of either of such representatives to act, another shall be appointed in his place. To this joint standing committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of the agreement, except as provided otherwise herein, or alleged violations thereof, which cannot be settled otherwise, and such joint standing committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint standing committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each part to this agreement to appoint two arbiters, and the four to agree upon a fifth. The decision of this board shall be final and binding upon both parties; provided, that local union laws not affecting wages, hours, or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration. The conditions prevailing prior to any such dispute shall be maintained until decided as above provided.

The last part of that is virtually what the publishers themselves have suggested, that nothing shall be provided for in this act that is a violation of the laws of the land and that the laws, the general laws of the International Typographical Union shall not be subject to interpretation. They have written that into every contract. That is merely asking what they have always been willing to put into a contract.

Now, this entire procedure of the standing committee is almost exactly what has been in every contract so there certainly can be no valid objection to that. The last paragraph, paragraph (i):

> It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertaking herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the joint standing committee provided herein and that no award for damages shall in any event exceed the sum of $25; provided, that such limitation of $25 shall not apply to claims for wages.

That paragraph does not need any further comment. We commented on that enough.

So my over-all comment is this. There is nothing in this Form P–6 (a) that is objectionable or that the publishers could not have signed without having surrendered any feelings that they might have or foregoing any right that they have already enjoyed, not one single thing.

I really believe had the publishers been sincerely desirous of reaching an agreement they could have taken those paragraphs and attached them to our conditions of employment or attached them to our proposed contract or attached them to the old contract and given us a satisfactory increase in wages and we would not have been confronted with the conflict that now exists between the publishers and the union.

Now, when the executive council came in they did their best to convince the publishers that they could go along with the position of the union, preserve the traditional rights of both parties and not have any interruptions in the relations that we had maintained in this city for the last 95 years.

I want to deal just one moment with the publishers' proposal that this matter be arbitrated by the Chicago Federation of Labor. That proposal was based upon a false premise and that premise was that the Chicago Federation of Labor had offered its services in the form of arbitration.

The Chicago Federation of Labor had never at any time offered to inject itself into the controversies of any of its local affiliates in the nature of arbitration. They offered their services as conciliators. No trade organization of unions would ever want to act as arbitrator on the affairs under which one of its affiliates operated. All affiliated or all over-all bodies of labor organizations always reserve to each union the right to work out with its own group of employers the particular type of relationship that they will have and none have offered themselves as arbitrator in such a case.

If the union had accepted the Chicago Federation of Labor would have refused to be an arbitrator. It would have been glad to offer its service as a conciliator and the union would have been glad to

have used its services in that light had the publishers ever been willing to propose it.

The mayor of Chicago, for instance, offered his services as a conciliator and the union was glad to cooperate with him on that basis. We would have been equally glad to work with the publishers through the Chicago Federation of Labor as conciliators, a thing that the federation offered to do.

There is one comment or one paragraph I wish to quote in connection with the reply by the executive council to that proposal to arbitrate of the publishers and this is point No. 2 in its letter addressed to the Chicago Newspaper Publishers' Association under date of November 13, 1947:

> If the publishers can get along under an adverse decision on that question, "the question of arbitration," the publishers can get along under the union proposal for a contract of definite duration or can get along under the other method of peaceful, harmonious relations called conditions of employment. Therefore that question cannot be such a fundamental issue to the publishers as described by the association.

Manifestly, if the publishers could have had all of the things they wanted without a contract or in the conditions of employment if there had been arbitration and the arbitrator ruled that they should go along with form P–6A, or conditions of employment, it certainly meant that they could have gone along under those conditions without such arbitration.

So it knocks the ground completely from under their argument that they could not have done otherwise.

Now, I wish to take up some of the arguments that the publishers have used here and answer some of the questions that Mr. Bassett raised and show in this that there must be something behind the position of the publishers in refusing to get along with us other than the mere fact that, under the proposal of the union, that they could not have gotten along as satisfactorily as in the past.

What that thing is I don't know, but we can certainly analyze and through logic knock out every claim that they have made that they could not do so.

Now, if the publishers of Chicago could not get along upon the proposals of the union, which are similar in Chicago to what they are in every portion of the country, then the publishers in no other part of the country could have satisfactorily gotten along under those conditions.

The publishers in Atlanta, Ga., the publishers in Boston, Mass., Buffalo, N. Y., Cheyenne, Wyo., Denver, Colo., Houston, Tex., Nashville, Tenn., Tucson, Ariz.—and I use this variety to show that they are doing this in every part of the country—those publishers are just as much interested in getting along and maintaining their self-respect as the publishers of Chicago. They have just as much integrity, just as much desire to observe the law, just as much desire for security and stability as do the publishers of Chicago, and yet we have——

The CHAIRMAN. I want to say at this point I showed you something a moment ago that one of the members of your union brought up, and it uses the language, the desire on both sides to get along. It is taken from the Time magazine and it is dated January 5, 1948. I suppose that is issued a few days ahead of time.

Mr. RHODEN. That is right.

The CHAIRMAN (reading):

COLORADO COMPROMISE

> Neither printers nor publishers wanted a strike, but Denver's local 49 of the International Typographical Union did want to keep the closed shop. And the Post, Rocky Mountain News, and Catholic Register could not agree to that without violating the Taft-Hartley Act.
>
> Local 49's secretary, William Mirise, found a way. First, the union made proposals on wages and hours, and they were officially ignored. Then the union's proposals, including a $10-a-week raise for daytime work, were put into effect by the three papers. No contract was signed, no closed shop "conditions of employment" were posted. Yet the closed shop was preserved, in effect, for any printer asking for a composing-room job will be referred to the union for a recommendation. Thus the issue that has caused strikes in Chicago and other cities was neatly evaded.
>
> The secret, said Bill Mirise, was "a desire on both sides to get along. This plan would have worked in Chicago and saved a lot of trouble." Last week it was working well enough in Denver to be copied in Pueblo, Colo., and Bakersfield, Calif.

Would you say that that statement is a correct statement of your position here in Chicago?

Mr. RHODEN. I believe, Mr. Chairman, that it was a way out that the publishers and the union found in Denver without a signed contract and that or similar condition, Mr. Chairman, could have been worked out. I should say that or an equally similar compromise could have been worked out in Chicago and I want to point out the way such compromises were worked out in other places and I am glad that the chairman pointed this out as one of them.

The CHAIRMAN. I am wondering if that was a correct statement. Is that a correct statement of the position, would you say?

Mr. RHODEN. Of the union?

The CHAIRMAN. Of how it was handled?

Mr. RHODEN. In Denver; yes, sir.

The CHAIRMAN. How you would like to have it handled in Chicago?

Mr. RHODEN. Not on that basis, but we might get together on a similar basis. I might read to you how it was handled in San Antonio, Tex., that I have all the official papers on, and that shows that our position has always been flexible, that we were willing to give and take and that we did not throw down anything as an ultimatum with the statement, "Take it or leave it."

The CHAIRMAN. Wouldn't you say without question, if that were done by you and the employers here, that it would be exactly what the employers were charging, that it would be an under-cover method of violating the law, because it does. Certainly no employer who would send a man over to the union to get the recommendation could be clear of a charge that he was encouraging membership in the union, would he?

Mr. RHODEN. Well, Mr. Chairman, I think there is actual confusion as to that, and in answering let me read an article I believe that appeared in the Chicago Daily News quite recently in which Representative Landis, who helped draw up the law, had this to say:

> Representative Landis (Republican, Indiana) said today the closed-shop provision of the Taft-Hartley law had been "grossly misinterpreted." He said employers may refuse to hire nonunion labor without violating the law.

The CHAIRMAN. Did he say that the employer was to ask him whether or not he was union or nonunion first?

Mr. RHODEN. I will read the rest of the article. I think that will answer your question.

Landis, a member of the joint congressional committee that drafted the final version of the act, referred to the printers' strike in Chicago in which the closed-shop issue has been a dominant factor.

The Taft-Hartley Act forbids closed-shop contracts, but some unions have attempted to obtain a closed-shop status through oral agreements with employers.

An employer who wants to employ only union men can do so by recruiting all his labor through a union hiring hall, Landis said. "There is definitely nothing illegal in his doing that," he added.

So I do hate to disagree with Representative Landis in regard to the agreement that the union and the publishers have worked out in the Rocky Mountain conference; and maybe it is legal; and, if nobody contests it, it would be legal, of course.

Mr. Landis goes further than that, Mr. Chairman.

The CHAIRMAN. I talked to Representative Landis when he came back to Washington with respect to those matters that are there, and his statement to me, while you could get the inference from it, it was to the effect that what he had said there is nothing in the world from stopping an employer from hiring anybody he pleases or refusing to hire anybody he pleases. If someone stepped up and he said, "I don't want you," he could not be charged with violating the law, because he has a right to do that, but he said that he has never said that an employer would not be accused of violating the law if he took any step that would indicate that he was encouraging or discouraging membership in the union.

Don't you agree that the law says that?

Mr. RHODEN. The law definitely says that.

The CHAIRMAN. In other words, that has to be honestly applied. If the employer is honest in doing what he is doing, he can't be challenged. If he sends a person out after he has had him fill the form without his saying anything as to why he is doing it, he cannot be challenged until his step is one of encouraging or discouraging membership in the union, like when they previously had the blacklisting. One firm, for instance, would pass the news on to some agency that would blacklist an employee. He could not get work in that firm because there was a mark there that he was a disturber.

Is there any difference between that and what was said there where a man would be referred to the union to determine first whether he should be employed, and the employer would follow that? Do you think there is any difference?

Mr. RHODEN. I will tell you, Mr. Chairman, I think I would have to answer that this way. I believe if, after this nonunion man had filled out this whole card of questions that he must fill out when he applies for a job as a nonunion man, that if he finally got by all of those questions, down to the point where the publisher could not find any objection to anything or any refusal to hire him, and he finds that he must hire him, I don't believe it would be illegal or unethical for him to suggest to this member as a way out to begin with, "Now, here, just so the members of the union will feel entirely all right about this thing, the same as I do, why don't you go down to the union and apply for membership? Do you see? Then you can come in and everything will be better for you, and everything will be better for the members of the union, and you won't feel yourself an outcast. You won't feel like you are the only man in the midst of several hundred union men, and you will feel much better about it, and so will they."

I think that could be followed, and that would be strictly in accordance with the law, because he would not be refusing to hire him.

The CHAIRMAN. In other words, he would say to him, "You would have to become a member in 30 days in any event, and you can go down now, and realize, if you go down and join now, we still retain the right to discharge you in the regular length of time whether you are a union man or not."

Mr. RHODEN. That is right.

The CHAIRMAN. But there may be some question if the man went down and joined first and whether or not the employer would have the right to discharge him unless the employer agreed otherwise with the union about the man, and then the difficulty would arise.

Mr. RHODEN. He could discharge him after he joined the union for incompetency within 10 days. That is the right we give to the employer.

The CHAIRMAN. You might say that is giving the union a chance to do it first or keep him there for 30 days. The answer is that you might decide to pull him into the union before the employer does. It is a matter of trust, isn't it?

Mr. RHODEN. That is right. We do not keep out any good man we can find a job for, because we want to adequately man the industry.

The CHAIRMAN. Go ahead.

Mr. RHODEN. The point is this, then. I have here a list of 146 other cities where the settlements have been made since the Taft-Hartley law has become effective, since August 22, 1947, where the union and the employer have agreed without a contract upon the basis of mutual understanding and mutual respect, and, inasmuch as this list was gotten up in October, the list has now been added to so that the number is 225, and just a few of those I read off just now. I will read them again.

Under this, Atlanta, Ga., gave a $10 increase without a contract. Boston, Mass., gave an increase of $11.76 without a contract. Buffalo, N. Y., gave an increase of $8 without a contract. Cheyenne gave an increase of $7.50 without a contract. Denver, Colo., gave the increase that has just been mentioned. Houston, Tex., gave an increase of $11.15 without a contract. Nashville, Tenn., gave an increase of $12 without a contract.

The CHAIRMAN. Do you want to put that in the record?

Mr. RHODEN. Yes. Tucson, Ariz., gave an increase of $9 without a contract.

I could read every one of them, but I have selected them so as to cover every part of the country, and virtually every one of these are members of the American Newspaper Publishers Association just the same as the local group here.

So that it is manifest that there is something else behind the attitude of the publishers here in doing what these people did. If they had been motivated solely by the same desire to preserve traditional harmonious relationship with the union that these employers had, we would not be on strike today, and there would not be war between us, but there would be the utmost peace and harmony.

The CHAIRMAN. Mark this "No. 3" as of this date.

(The document referred to was marked "ITU Exhibit No. 3, January 2, 1948," and will be found in the files of the subcommittee.)

Mr. RHODEN. Now, along the same line, I wish to introduce here a document that would show the flexibility and the desire of the union to get along with the publishers and the willingness of both the publisher and the union to iron out their differences without strike or conflict. This is dated December 12, 1947, and addressed to San Antonio Typrographical Union No. 172:

In an earnest effort to continue pleasant and harmonious relations with the union, the publishers of the Light and Express and Evening News hereby make the following offer for an increase in the wage rates to be paid employees in our composing rooms. This offer is made in the hopes that the new wage rates thus established will continue in effect for a period of a year. It is an offer that is made after careful consideration of all the factors on living costs in San Antonio and those affecting our newspapers.

The following is our best and final offer: $76 per week of 37½ hours for day work; $80, per week of 37½ hours for night work; these rates to be effective as of this date of December 12, 1947. For the period beginning October 12, 1947, through December 11, 1947, we offer an adjustment of $1.40 per day. Vacations and holidays are to be granted for 1948 on the same basis as in 1947. Wage scale for the first year apprentice—30 percent of the journeymen's scale.

We earnestly urge upon you the absolute necessity of bringing more printers to San Antonio to alleviate the serious shortage of competent help now available, so that we will be relieved of the prohibitive overtime costs because of such shortage of men.

Yours very truly.

(Signed) EXPRESS PUBLISHING CO.
LIGHT PUBLISHING CO.

That was the effort or the contribution of those employers to reach a harmonious understanding with the local union. To that, the local union replied with the following proposal:

We, the undersigned, representing San Antonio 172 and Express and Light Publishing Co., hereby agree to extend for 1 year from November 11, 1947, all of the provisions of expired contract, except those which are amended to comply with ITU laws and increased wages as hereafter specified or which are in violation of either Federal or State labor laws; provided that either party to this agreement may upon 60 days' written notice to the other party cancel and terminate this agreement.

Now, the union, you see, could not agree to their proposal, and they in turn did not agree to this proposal of the union, but here was a proposal that was finally worked out.

San Antonio Typographical Union No. 172, accepts the proposal of the publishers for change in wage rates and vacations, but reserves the right to cancel and terminate said acceptance upon 60 days' written notice to the publishers.

We, of course, recognize that the publishers have the right to cancel and terminate wage scale upon 60 days' written notice to the union. Day increase, $10; night increase, $11.50.

That is signed by the president and secretary of the union, and that is the document upon which they agreed.

That shows the flexibility of the position of the union, and let me recommend it to the Chicago publishers as an example of the flexibility of the publishers of San Antonio as compared to the flexibility or the absolute adamant inflexibility of the Chicago publishers.

The CHAIRMAN. An irresistible something meets an immovable object.

Mr. RHODEN. We are not that unmovable object and we are not the unstoppable wall. We are flexible. We want to get along. We wish that they would become equally flexible and try equally hard to get along with us.

Now, I wish to cite another reason at this point which convinces me that the publishers have not given us their real reason. In going back over the comparatively recent history, Mr. Chairman, of the relationship of the Chicago local of the ANPA and Chicago Typographical Union 16, I find, from an examination of that history, it completely explodes the argument of the publishers that they can't permit themselves to be confronted with the insecurity and the instability of no contract.

It existed before, but we did not want to go back too far in ancient history. From May 22, 1923, to February 11, 1924, a period of 8⅔ months, we had no contract, and what I mean by that was the old contract expired on May 22, 1923, and we did not sign a new contract until the following February of 1924. So that during that period of 8⅔ months the publishers had none of the security, none of the stability in writing that they are talking about, and yet they made not one single solitary effort on the union to sign the contract. It was all the other way. The union had to do all of the urging. The publishers were willing to go indefinitely without having a signed contract or having signed security and stability.

Again, I find that for a period of 3 months and 4 days, beginning with May 22, 1926, to August 26, 1926, there was exactly the same condition, and not once during that period of 3 months and 4 days did the publishers come around and hold up their hands and tear their hair and cry on our shoulders, "We must have a signed contract." The union was trying to get a signed contract to get increased money, and the publishers resisted. They were not afraid the least by it nor interested in terminating the condition of an unsigned, as they say, insecurity and instability.

Now, let me come to the masterpiece. For 3 years, 9 months, and 6 days, Mr. Chairman, beginning with May 21, 1929, and extending to February 27, 1933, they worked without the security and the stability, as they put it, of a written contract, and we did our utmost during that period many times to get such a contract, because that was the only way that we could get increased wages, and yet not once during that 3-year, 9-month, and 6-day period did they urge us or ask us in any way to terminate that insecurity and instability of an unsigned agreement or no contract.

The CHAIRMAN. Instability probably was on the other side then, wasn't it?

Mr. RHODEN. Part of the time it was, and part of the time, no. I would say this. Let me point out during that time that the typographical union could have served a day's written notice on them and then everything would have been completely terminated, but they were not worried about that the least bit.

The CHAIRMAN. That is 1930, 1931, and 1932?

Mr. RHODEN. In May of 1929 and the cost of living was still higher in December of 1929, according to those figures that you have than it was in May of 1929. The depression or the panic hit a month or two earlier but the prices did not begin to tumble until after December of 1929, or 6 or 7 months after this contract terminated.

So here was the picture: May 21, 1929, business was at the greatest peak of American history at that time. Stocks were at the highest and we were sailing at the crest of prosperity. Here the contract terminated. The union wanted to sign a new contract and get increased wages which it felt it was entitled to, and yet not once did the publishers feel like they had insecurity despite the fact that we could have walked out so far as having a contract was concerned on a day's notice, and yet they had perfect security during that entire time because of the integrity of the typographical union.

So if they could get along for 3 years, 9 months, and 6 days, 6 months at least of that was when the prosperity of this country was at the highest peak, then why can't they get along now with the much greater security of at least 60 days guaranteed written and signed agreement?

The CHAIRMAN. Well, a statement made by Mr. O'Keefe the other day, or last week, was to the effect that the whole conversation that was carried on indicated that the union wanted an agreement similar to that which is described in that article from Colorado, which would in effect be an undercover arrangement as they said for a closed shop. In other words, it was an arrangement whereby the question of who would be employed would be absolutely at the discretion of the union. That is what he said.

Now, is there any truth to his statement?

Mr. RHODEN. No. We told them that if that nonunion employee came along who met all of the other qualifications and who was without any question competent to work in the composing room, that we would do our best to work out a condition with him, with the publishers, whereby that nonunion man would not become a source of conflict between us. We might take him in, as I say, just now. We might do anything other than give 60 days' notice of our termination of agreement.

The CHAIRMAN. Were you willing to follow the law?

Mr. RHODEN. We followed the law all the way through.

The CHAIRMAN. I mean this. He said he offered a provision there that merely stated that you gave them the entire contract just as it was before and go ahead and deal with wages, provided you would agree that it would not violate the law.

Mr. RHODEN. We proposed that ourselves. That is in our Form P-6 (a) that we violate no law of the land, State or Federal. We proposed that ourselves. They did not have to throw it at us. That is in our conditions of employment and that is in our relation of no-contract policy adopted at the convention, and that is in our Form P-6 (a) and every agreement we have made with them we have had the proviso that we will not violate any law, Federal or State.

The CHAIRMAN. You would not violate the law, but don't you put the burden on them, whether or not they are going to violate it?

Mr. RHODEN. No; we try to keep them from violating it. Our proposal has been just as fair to them as that has been to us. We do not want, and we would not permit, them to sign something that would cause them to violate the law.

The CHAIRMAN. Yes; but not signing it, if you were to do what it says in the Colorado compromise, won't that be a violation of the law, in your opinion?

Mr. RHODEN. Let me say, Mr. Chairman, I have shown you how San Antonio union proposed a settlement there that included this proviso that no law of the land would be violated, and that was not finally put into the original settlement because they worked out a statement that both of them agreed to that did not have that in it. But the union proposed that, and it was perfectly willing to have that in there, and in the final settlement it was not included because the publishers did not insist upon it.

The CHAIRMAN. Are you willing to have a contract whereby the employer has the right to do the hiring without, for instance, taking it up with the union in any way?

Mr. RHODES. Our Form P-6 (a) does not take away from them one single right that the law grants them, not one single right.

The CHAIRMAN. They don't like the P-6 (a).

Mr. RHODEN. We can't help that. I have analyzed it with you and we can look at it and examine into it and tear it to pieces and see how completely harmless it is.

The CHAIRMAN. You are not asking me for an opinion, are you?

Mr. RHODEN. Well, it is your privilege to give it.

The CHAIRMAN. I think Mr. Randolph made a statement, and there is no denial, that after they had read Form P-6 (a) they would be glad to agree to your previous arrangement.

Mr. RHODEN. Yes, Mr. Chairman, but that was not because there was anything in there that was illegal or really objectionable, but in his opinion that would make them realize that the same condition of relationship that we had with them for virtually the first half of the history of my union, and that we have ever since had with the vast majority of commercial and publishers, would be the most satisfactory way for them to operate, not that there was anything objectionable in itself but that relatively the conditions of employment should satisfy them more than Form P-6 (a).

The CHAIRMAN. In other words, as I see it, that the conditions of employment are purely union or they express the sentiments of the union, and if the employers got along with it for 95 years they can still get along with it.

Mr. RHODEN. Absolutely.

The CHAIRMAN. Whereas, the Form P-6 (a) appears to be some legal attempt to compromise the law.

Mr. RHODEN. No; not compromise the law, but to let both parties continue harmonious relationship under the most favorable legal circumstances.

The CHAIRMAN. You admit, as Mr. Randolph seemed to do, that anybody who would read Form P-6 (a) would conclude that they could get along better under your conditions of employment?

Mr. RHODEN. I think so because conditions of employment has been tried and tested for a hundred years and Form P-6A is brand new. It was our best contribution, Mr. Chairman, to a solution of the harmonious relationship under the Taft-Hartley law.

The CHAIRMAN. In other words, the conditions you could get along with just as you had done before with the conditions of employment provided that you did not and would not utilize that in any way to enforce what you call a closed shop?

Mr. RHODES. Well, under Form P-6 (a) the publishers would not have been required to violate the law in any respect.

The CHAIRMAN. In your conditions of employment they would not.

Mr. RHODEN. Yes.

The CHAIRMAN. What they seem to fear is what I am trying to get down to all of the time, is whether or not you are trying to enforce what you claim the law otherwise prohibits, a closed shop, a method of getting around the law, and if that is the purpose of the offer of the conditions of employment.

Mr. RHODEN. Let me see if I can make it a little bit clearer. We are not the least bit afraid of the employer who has only good will in his heart toward the union and who will not intentionally or purposely do anything to injure the union. That type of employer we are not worried about at all, but we do have vicious employers. We have to think about this. You see, our union is an international union, and we have to think in terms of what we do here and how it is going to affect Atlanta, Ga.; Denver, Colo.; New York City and Boston and those places; and we have to have a uniform policy for this reason, because what they ask from us or get from us in one city another city is going to want, and we can't very well logically deny conditions in one city that we have granted in another city.

The CHAIRMAN. Your living standards down in Georgia may be entirely different and the type of work is different and the qualifications may be different.

Mr. RHODEN. I am not talking of the economic phase. That is true of the economic phase of it. When you look over the leaflets and those wages, you will find some of them $65 a week and others $90 and $95 a week. That is because of the difference in the economic conditions in the different localities. For instance, you can take some small town and rent a nice house for $25 a week, $25 a month, and in Chicago it would cost you $200 to $250 a month. That is the reason for the difference in wages. It is in the large industrial area where you have the scarcity in houses.

That is a difference in economic conditions, but not the difference so far as the basic working conditions are concerned. So our policy applies throughout the whole country and it is adopted by representatives at the convention from every one of our locals throughout the whole country, trying to adopt a uniform system for the whole country.

Now, 225 employers throughout the country, most of them, or almost all of them, in fact, are publishers, have gone along with us, and they found our method entirely satisfactory, and here the Chicago publishers can't get along on the same conditions as 225 of the other cities have found satisfactory.

The CHAIRMAN. That brings us back to the same point again. I agree that you have a right to go into all of those conditions and I wonder, though, when you want a uniform system throughout the Nation, that will take care of your union, why you attack a law that is attempting to establish a uniform system throughout the Nation.

Mr. RHODEN. Mr. Chairman, we have not attacked the law in our conditions of employment or in our proposed contractural relations. The only attack upon the law has come in what I have said to you as an individual or what Mr. Randolph and the others have said and that is no part of our proposed contractural relations with the employer, none whatever.

The CHAIRMAN. It is hard for me to see that sitting as I have here in the last 10 days and hearing what has been said.

Mr. RHODEN. Did you find anything in our conditions of employment that attacked the law? Did you find anything in Form P–6 (a) that attacked the law? Rather it says we will observe the law.

The CHAIRMAN. No; but I did hear Mr. Randolph and other witnesses, including yourself, attack the law without any request from the chairman or anybody else.

Mr. RHODEN. Mr. Chairman, now almost from the start you picture the law as a great benevolent thing.

The CHAIRMAN. I never mentioned a word about it until it was attacked very violently.

Mr. RHODEN. I don't know what the record shows but it was my impression that you began to boost the law from the start and when we have been hit by the law, as we have, we could not sit calmly by and let you get by with it.

The CHAIRMAN. I believe if anyone has listened they will know that I never opened my mouth about the law at any time, and I never did it until Mr. Randolph was over half through his statement and then I did not make any general statement about what the law meant until you were on the stand itself. I think the record will show that.

Finish your statement.

Mr. RHODEN. Anyway, Mr. Chairman, we have not had any attacks on the law in our conditions of employment or Form P–6 (a) but rather we have stated specific compliance with the law in those forms.

Now, to continue bringing up a shorter period but more recently; on June 4, 1935, to January 4, 1937, a period of 1 year and 7 months we operated without a contract, and all of the conditions that the employers speak of now existed then, yet they made no effort to terminate those conditions which they describe as insecurity and instability.

A shorter period, more recently; from January 3, 1939, to June 12, 1939, a period of 5 months and 9 days, they again had the same condition of insecurity.

The CHAIRMAN. Were you negotiating during that period?

Mr. RHODEN. We were trying our best to end that condition so that they would have the security and they resisted it at every move.

The CHAIRMAN. Outside of that one period from the passage of the so-called Wagner Act, did you have any of the open periods except that one in 1939?

Mr. RHODEN. The Wagner Act was passed about the time of the second one, which was 1935.

The CHAIRMAN. It is about the end of the long period of a year and a fraction?

Mr. RHODEN. No; toward the beginning of it. The Wagner Act was in effect during the entire period.

The CHAIRMAN. What was the date of the period?

Mr. RHODEN. June 4, 1935.

The CHAIRMAN. To when?

Mr. RHODEN. January 4, 1937. I can tell you exactly when the Wagner Act was passed.

The CHAIRMAN. In June of 1935, that is when.

Mr. RHODEN. A year and 7 months after the Wagner Act was passed we operated without a contract and they resisted every effort of the

union to get a contract for the simple reason that getting a contract, if they signed a new contract and the old one was terminated on June 4, 1935, they would have had to pay us more money and they would rather have the insecurity and instability as they call it, but which the integrity of the typographical union kept them from having, for 1 year and 7 months rather than give us an increase in wages.

Now, Mr. Chairman, I want to come down to one of their last claims and I want to completely explode it and then I won't have very much to say about the case.

You know, Mr. Chairman, because of the fact that we have to operate on the basis of pennies, as compared to the vast sums on the part of the publishers, we can never have the office help, and one thing and another to get our stuff fixed up very nicely by secretaries, and have it in the fine shape to present to you that they can, so you will have to bear with me.

The CHAIRMAN. You are doing all right, Mr. Rhoden.

Mr. RHODEN. While I am looking for this—now, Mr. Chairman, coming down to, I believe, pretty close to the final consummation, to the very peak of why they cannot get along with us, you remember that Mr. Antrim says:

> We cannot have any of this mandated stuff. The publishers cannot tolerate any such relationship as that with the union. We just simply cannot have it. It is beneath us and we won't have it.

Now, on November 24, 1947, the publishers addressed our president, and I will quote you just a couple of sentences from that. It says:

> You are attempting to mandate a wage scale. We cannot recognize a mandated wage scale.

Then it says:

> The publishers cannot recognize any wage scales or conditions of employment which may be posted by the union.

Now, Mr. Chairman, if the publishers had always really believed that, we could accept that as one of their reasons for not getting along with us. But that has not been the traditional position of the publishers at all. The publishers have not always been against what they call a mandate condition or posting scales.

I have the evidence here to prove to you that that is not true. That not being true what underlies their reason for their refusal to get along with us? I just wonder.

Now, Mr. Chairman, I wish to submit as another exhibit here, a letter on the letterhead of the Chicago local of the American Newspaper Publishers Association, 211 West Wacker Drive, Chicago, under date of February 2, 1933. Martin V. Kelly, secretary. It is addressed to Chicago Typographical Union, No. 16, room 1519, 130 North Wells Street, Chicago, Ill.:

GENTLEMEN:

(Attention W. J. Hedger, president.)

I am directed by the members of Chicago local ANPA to transmit to you the following communication:

"After numerous meetings (commencing in June 1932) between the scale committee of Chicago Typographical Union, No. 16, and the scale committee representing the Chicago newspaper publishers, for the purpose of securing a reduction in wages, no agreement has been reached.

"We are convinced that additional meetings will merely cause further delay.

"Chicago local ANPA, herewith offers arbitration confined to the basic wage scales now being paid, provided the offices of its members shall control the work-week.

"If actual arbitration of the basic wage scales now being paid is not in operation on or before March 1, 1933, the members of Chicago local ANPA will post a wage scale."

Very truly yours,

(Signed) MARTIN V. KELLY,
Secretary, Chicago Local ANPA.

Copy to Mr. Charles P. Howard.

Mr. Charles Howard was then——

Mr. HAMILTON. May I ask that Mr. Rhoden read that correctly, Mr. Chairman? I see nothing in there that says "Chicago local A. N. P. A.," in the original.

Mr. RHODEN. Yes; it does. I will be glad to give you a copy of it.

The CHAIRMAN. So that there will be no argument about it, we will mark that as "Union's Exhibit No. 4" as this date and put it in the record.

(Whereupon the document above referred to was marked "Union's Exhibit No. 4, of January 2, 1948," and may be found in the files of the subcommittee.)

Mr. RHODEN. Mr. Chairman, they can look in their own files, and they can find the document, and they will see that we have not left out a single dotted "i" or a crossed "t" or a single quote. We have put in every comma or period. In order words, a photostatic copy would not reproduce it any more accurately, so far as its contents are concerned.

Now, Mr. Chairman, they have shown there that when they were confronted with conditions somewhat similar to what we are now confronted with, that they themselves were going to mandate and post a scale.

And let me say that I believe that everyone of the members of the Chicago Publishers Association who are now members, with the single exception of the Sun, were members of the Publishers Association and subscribed to that document; in other words, the Tribune, the Hearst paper here, the Times, the Journal of Commerce, and the News all subscribed to that document. The only one here that did not subscribe to it, and that was because it was not in existence at that time, I presume, is the Chicago Sun.

Now, that being the case, they are not opposed to this thing as a fundamental basis. They are opposed to it only on the basis of what they call expediency.

So, whenever we were confronted with this thing we did what they should have done, we sat down and worked out a wage scale and took a reduction, despite the fact that our members suffered a reduction of around 30 percent in their income, because they voluntarily took off 1 day a week to put on a sub to take care of the 1,500 unemployed we had, and then assessed themselves up to 9 percent upon their 5 days' pay to take care of the unemployed.

We took care of the burden of our unemployed completely, and so we——

The CHAIRMAN. Completely?

Mr. RHODEN. I mean, to the extent that it was done. Not as completely as we would have liked to have done it, but to the extent of our ability.

union to get a contract for the simple reason that getting a contract, if they signed a new contract and the old one was terminated on June 4, 1935, they would have had to pay us more money and they would rather have the insecurity and instability as they call it, but which the integrity of the typographical union kept them from having, for 1 year and 7 months rather than give us an increase in wages.

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The CHAIRMAN. Completely?

Mr. RHODEN. I mean, to the extent that it was done. Not as completely as we would have liked to have done it, but to the extent of our ability.

The CHAIRMAN. Yes. Lawyers were needed to help the men get their wages; I remember.

Mr. RHODEN. Yes; you came in once, I remember.

The CHAIRMAN. Once?

Mr. RHODEN. I mean at one time. I don't mean just actually once, Mr. Owens, and thank you very much for the service that you gave us then.

The CHAIRMAN. I think it ran over a period of years, didn't it?

Mr. RHODEN. When I said "once" I did not mean just one time. What I meant was rather in point of time, don't you see? Not just for a specific time so far as the enumeration goes.

The CHAIRMAN. Yes.

Mr. RHODEN. Now, then, if the publishers had been just as anxious to get along with us under reversed conditions, where our cost of living had gone up so tremendously as it has, then even if we had threatened to post a scale, as we did when we voted to strike if a certain scale was not put into effect, they would have sat down with us and would have acted toward us just exactly as we acted toward them. They would work out an increase for us as we did work out a decrease at that time with the publishers.

Now, I must deal with this "guinea pig" stuff and then I believe I can close.

In the Chicago Daily News, Monday, 29, there is a heading which says: "Strike in Printing Called Guinea Pigs," and I believe Mr. Bassett of the Hearst Labor Council is the one who made that characterization of the Chicago union being a guinea pig, and while I like Mr. Bassett very much personally, he is a very admirable gentleman, at the same time I cannot agree with his conclusions, and I want to show you why.

I read from the Editor and Publisher—I don't have the specific date of that—but it was sometime the latter part of this year, along about September, and it is entitled, "ANPA Advises Course in ITU Negotiations."

It is written by Mr. Charles W. Duke, and the dispatch is from Harrisburg, Pa. It says:

Seven suggestions on the immediate course of action to be pursued by United States newspaper publishers who have contracts open now or within the next few weeks with the International Typographical Union were offered at the twenty-third annual convention of the Pennsylvania Newspaper Publishers Association, which took place here October 10–11 at Penn Harris Hotel.

They came from headquarters of the American Newspaper Publishers Association. Both Cranston Williams, ANPA general manager, and George N. Dale, chairman of ANPA's standing committee, were scheduled as speakers on the program, but neither could attend because of duties in connection with the ANPA complaint filed October 7 at Cincinnati with NLRB charging ITU had violated the Taft-Hartley Act.

William R. Morrish of ANPA's standing committee, who read a prepared statement, declared the charge that ANPA's standing committee lacked authority to make a satisfactory agreement is without foundation. Morrish said those familiar with ANPA history know that, almost without exception, the board of directors have accepted the recommendations of the standing committee.

"And no one can say," declared Mr. Morrish, "that the ANPA did not offer the ITU several reasonable avenues by which—even a month after the launching of the no contract policy—that organization might have escaped from its unhappy predicament."

A record-breaking attendance of Pennsylvania newspaper publishers and editors representatives of 268 dailies and weeklies, heard ANPA's spokesman.

The seven points enunciated by Morrish were as follows:

(1) Continue to bargain in good faith as in the past. Let your attitude be conciliatory and reassuring that you are not "out to bust the union" through the Taft-Hartley Act or by any other means.

Now, that is fine.

(2) Insist firmly but calmly that you are bargaining for a written, signed contract for 1 year or more, without cancellation clauses. Indicate, if you will, that you appreciate the union's position under the ITU mandate—but remind them of your own rights in the matter.

(3) When and if served with Conditions of Employment, reject Conditions of Employment in writing without delay and offer to continue bargaining for a written contract.

(4) Consult with your attorney at every step in negotiations.

(5) Keep your State association and ANPA advised and they will help you.

(6) Maintain wages as a separate issue from conditions of employment.

(7) Get together with your neighboring publishers in Pennsylvania on the general range of scale offers and try to preserve historic wage patterns.

Now, the point is that that was the advice of the ANPA of which the Chicago local of the ANPA is a subordinate organization.

Now, they talk about us being the guinea pig, that we have been following instructions and in here the language is more explicit than anything they have cited you that the ITU sent out to us as a guide, not as a blueprint. It looks to me like in view of this fact that the ITU has merely asked us to do what 225 groups of publishers in other cities have done and agreed to, that the American Newspaper Publishers Association is using the Chicago local of their group to be a guinea pig. If they were not using them to be a guinea pig, then certainly they would not ask them to fight us, when 225 of their associations in other cities have decided not to fight us, and they have gone along with us.

The CHAIRMAN. What document is that which you have read from?

Mr. RHODEN. It was from the Editor and Publisher.

The CHAIRMAN. Who publishes the Editor and the Publisher?

Mr. RHODEN. It is the unofficial organ of the American Newspapers Publishers Association.

The CHAIRMAN. Well, would you say that this is in any way directed to the Chicago publishers?

Mr. RHODEN. Yes; those were sent out, those were the instructions given to the publishers throughout the United States.

The CHAIRMAN. Yes; but where would that be in here? This seems to be Pennsylvania, according to this.

Mr. RHODEN. Yes; but remember this, that these are representatives of the ANPA giving instructions from the ANPA, and those same instructions went out to their people all over the country, and the Chicago Newspaper Publishers Association here reads this and this is the plan.

The CHAIRMAN. Do you know? Are you stating upon your knowledge that it is a fact that the Chicago group received a notification from the ANPA with regard to this?

Mr. RHODEN. Let me say, Mr. Chairman, that they do not live in the gold-fish bowl that we do, but when I told them that they were following that, they had a copy of it with them at the time I told them.

The CHAIRMAN. Who is "they"?

Mr. RHODEN. The scale committee of the publishers. In dealing with us they had a copy of that in their possession around the conference table when I read that to them, and they knew all about it.

The CHAIRMAN. Do you want this marked as Exhibit No. 5?

Mr. RHODEN. You can do that.

The CHAIRMAN. It is your statement. You have read from it.

Mr. RHODEN. If you want it, that is all right, if you would like to have it.

The CHAIRMAN. It states your view, doesn't it?

Mr. RHODEN. That is right.

The CHAIRMAN. And this is upon what you base your statement?

Mr. RHODEN. Yes.

The CHAIRMAN. We will incorporate into the record what has been read by Mr. Rhoden, and any other part of this article which might explain the same subject matter.

(The document referred to marked "Union's Exhibit No. 5, January 2, 1948," and may be found in the files of the subcommittee.)

Mr. RHODEN. Now, Mr. Chairman, they talk so glibly of wanting to live up to the law. Well, these publishers in the other 225 cities are just as law-abiding as these people, despite all of the admiration I have for them, and yet, Mr. Chairman, there have been times in comparatively recent years when they did not believe so much in living up to the law.

I have here an article taken from Editor and Publisher, dated October 10, 1936, page 7.

This is quoted from the general counsel of the American Newspaper Publishers Association, Elisha Hanson, and he is also at the present time the general counsel of the American Newspaper Publishers Association.

Now, remember that this was October 10, 1936, after the Wagner Act had been passed. This is quoted:

> Publishers from now on should flatly refuse to have anything to do with the National Labor Relations Board, other than to notify it that it is without power under the Constitution to interfere with their business.

The CHAIRMAN. They didn't like the act?

Mr. RHODEN. They didn't like it, and they certainly so expressed themselves. Now, you see, the thing is this——

The CHAIRMAN. They still said they wanted to, as I understood when I said the other day that Congress was taking a whipping because both sides said they could get along nicely without the act.

Mr. RHODEN. So here is the thing, they have taken the stand that we have not taken at all now. At that time they did not want the Wagner Act on the books, so they paid no attention whatsoever to the Board, and not until 1937, when the Supreme Court declared it constitutional, did they ever pay any attention to it. They just utterly ignored it. I don't mean every publisher, but I mean the ANPA group.

The CHAIRMAN. Did they commit any unfair labor practices under it?

Mr. RHODEN. I don't remember. But this is almost being guilty of treason by saying that they would not pay any attention to the order of the Board.

The CHAIRMAN. Will you read that language again?

Mr. RHODES. Yes.

> Publishers from now on should flatly refuse to have anything to do with the National Labor Relations Board, other than to notify it that it is without power under the Constitution to interfere with their business.

The CHAIRMAN. Well, of course, that does not say that they were advocating not obeying an order, does it?

Mr. RHODEN. Yes. Look here. Now, I am quoting here, and this was also in October of 1936, quoting Elisha Hanson. He says:

> If the National Labor Relations Board issues an order in this case—

the particular case he was talking about—

> Mr. Hearst will not comply with it.

The CHAIRMAN. Who was Elisha Hanson?

Mr. RHODEN. I just pointed out that he was general counsel of ANPA. That was their attitude at that time.

The CHAIRMAN. It didn't look good, did it?

Mr. RHODEN. No, it didn't. And, Mr. Owens, so much so was their attitude in defiance of the law that some of the most decent of the publishers could not go along with them.

So I want to quote for you what the publishers of the New York Post said. The New York Post in its issue of December 12, 1936, published its resignation from the American Newspaper Publishers Association because:

> Your association has even gone so far as to urge its members to breach the law. I do not see how a law-abiding publisher can consistently maintain membership in your association.

The CHAIRMAN. I was just wondering whether that was exactly what the union leaders have been doing recently about the law?

Mr. RHODEN. We have complied with every order of the Board; every time the Board asked us to come before it, we have come before it. I have been before the Board myself. We have very studiously and we have very earnestly tried to avoid doing anything to violate the law. We don't believe in this law anymore than they believe in the Wagner Act, but we have tried to live within the law. We have not defied it at any time. We have not refused to comply with any order of the Board and when the Board does order us, the chances are that we will feel as good American citizens that we have to comply with it while appealing against it.

The CHAIRMAN. Don't you think they would like to have the laws taken off the books, too?

Mr. RHODEN. The publishers?

The CHAIRMAN. Yes.

Mr. RHODEN. Well, if they get busy they can get it off, because they have the power of publicity. We don't.

Mr. Chairman——

The CHAIRMAN. It will probably take more than publicity.

Mr. RHODEN. Mr. Chairman, the Sun was opposed to it all the time, and here is a paragraph I am going to quote you from the Times of October 8, 1947, where they say:

> Clearly the Taft-Hartley law drawn in haste and in punitive spirit needs many revisions. Congress would do well to scrap it and begin over again.

So I am quite sure they would join with us in trying to get it wiped out, the Sun would and even the Tribune.

The CHAIRMAN. But they don't say to wipe it out and leave no law on the books. That is what Mr. Randolph said first, and then he changed it and said, "We want to start over again." Now, that is what I am trying to find out. Do you want a law, or do you want

just simply no interference by government with the contracts between business and employees? Which do you want?

Mr. RHODEN. I would say none at all. There is nothing wrong with collective bargaining that collective bargaining won't remedy. Real genuine collective bargaining will remedy all the evils of collective bargaining.

Now, Mr. Chairman, I believe we have established this fact, that no act or procedure of the Typographical Union has been in violation of the law. The whole intent of the Typographical Union has been to live, as well as it has been in the past, without violating the law in any respect.

I believe we have established that we have made every human effort to get along with the publishers without a break.

We have established the fact that we have gone as far as human compromise could permit, and they have not.

We feel like we have established that that policy is not a policy dictated by Mr. Randolph, but it is the only natural policy that could arise under the conditions. It is a policy that is traditional with the typographical union's way of getting along with the employer.

I believe we have shown that we have been much more conciliatory, and that our position has been far more flexible at every point than theirs have; that the reason that we have this strike is not because they could not get along with us and preserve security and stability, but that there has been some other reason that has not been brought out.

Mr. Chairman, I believe that concludes my testimony.

The CHAIRMAN. Do the publishers have any further statement or documents to submit?

Mr. HAMILTON. I think not, Mr. Congressman, except one factual matter. I believe the facts are that the Chicago Newspaper Publishers Association is not a member of the American Newspaper Publishers Association.

Mr. RHODEN. You are not affiliated with them?

Mr. HAMILTON. That is right, and therefore cannot be a local of the American Newspaper Publishers Association.

The CHAIRMAN. You had better state your name in the record.

STATEMENT OF ANDREW C. HAMILTON, ATTORNEY FOR CHICAGO NEWSPAPER PUBLISHERS ASSOCIATION

Mr. HAMILTON. Andrew C. Hamilton. I am an attorney for the Chicago Newspaper Publishers Association. I believe that the facts, the true facts are, that individual newspapers are members of the American Newspaper Publishers Association, and individual newspapers are members of the Chicago Newspaper Publishers Association, so that the Chicago Newspaper Publishers Association is purely a local organization.

The CHAIRMAN. Just like, for instance, members belong to the Chicago Bar Association and also belong to the American Bar Association, but they are two separate organizations?

Mr. HAMILTON. Yes.

The CHAIRMAN. What is the situation there, Mr. Rhoden, is that correct?

Mr. RHODEN. I did not hear you.

The CHAIRMAN. That the Chicago Newspaper Association and the American Newspaper Association are two separate organizations, and that one does not control the other in any way?

Mr. RHODEN. When did you sever your affiliation with it?

Mr. HAMILTON. I am not sure. I don't know the answer to that question, Mr. Rhoden, but the factual situation at present is that the individual newspapers are members of the ANPA.

The CHAIRMAN. In other words, what I am trying to bring out is, does the ANPA have any control in any way over the Chicago Newspaper Publishers Association?

Mr. HAMILTON. Absolutely not; no control whatsoever.

STATEMENT OF JOE RHODEN—Resumed

Mr. RHODEN. I would like to ask a question here. Are any of the six publishers involved with the union in this dispute members of the ANPA?

The CHAIRMAN. He just said that.

Mr. HAMILTON. Yes; I just said that.

The CHAIRMAN. I really got the inference from the article, I sincerely did, that the ANPA was a parent organization of which the Chicago association was a part, but I understand that is not so now.

Mr. RHODEN. However, they have pointed out this, Mr. Chairman, that as individuals they are members.

The CHAIRMAN. Yes; he did say that.

Mr. RHODEN. How then could they maintain them, being individual members, each one of the six, how can it be that they hardly failed to work in cooperation with the policy of the parent body to which they belong when they collectively acted with the Typographical Union?

The CHAIRMAN. I just wanted to get that point cleared up. Mr. Rhoden, one of the exhibits put in, I think it was No. 42, was called the Typographical Journal. It is dated September 1947. That is the one which they quoted from.

Mr. RHODEN. Yes.

The CHAIRMAN. Is this the official organ of the ITU?

Mr. RHODEN. It so states [indicating].

The CHAIRMAN. I know, but I just want your statement with respect to it.

Mr. RHODEN. That is right; yes; and, Mr. Owens, I recommend to you that you read the entire journal carefully, and you will see that our position is not a position of inflexibility, or that it is not an effort to try to mandate anything upon the publisher, but merely to maintain our traditional harmonious relationships under the very trying conditions of the Taft-Hartley law.

The CHAIRMAN. It looks like I will have something to do.

Mr. RHODEN. Well, you have gone through 10 volumes of testimony on the act, and this is just one little volume, and that won't hurt you.

The CHAIRMAN. Mr. Rhoden, have you put in all the exhibits that you intend, or do you wish to have 10 days in which to present some more?

Mr. RHODEN. I would like to have 10 days; yes.

The CHAIRMAN. In doing that, of course, you understand that that would be an exhibit showing the various points and questions that

have been raised, because if there is anything that would require an answer from the publishers that should be in the record now, so that we would have an opportunity to determine whether or not any additional hearing will be necessary?

Mr. RHODEN. Yes; that is right. This will just merely be documents in substantiation of what we have said, and bringing in any other documents that we feel might help you in understanding the situation here.

The CHAIRMAN. Well, if there are any documents that charge—for instance, that have been issued by the publishers which would require their knowledge about them or an explanation by them, we will consider the hearing open to that extent, that we can take evidence with respect to that, and give each side an opportunity to explain.

Mr. RHODEN. Yes.

The CHAIRMAN. Otherwise it will be closed to that extent. Now, I might say at this time with respect to this hearing, as I said at the start, that we were appointed to come here and investigate this difficulty that has arisen between the ITU, that is, local 16 of the ITU and the publishers, certain publishers in Chicago, and not to interfere in any way with your strike, or in any way to directly or indirectly tell you what you should do, but to ascertain the reason for it, what effect the law might have had upon it, and what might be done with respect to the law.

During the course of the hearing, as I mentioned several times, it has been difficult for me to really know what part the law played concerning this strike, because the strike, we were informed, was for wages.

Of course, if the strike were for wages, that is, the union asking the employer for wages and the employer refusing to give the wages, the situation would not be any different than it was 10 years ago, or 20 years ago when you worked under a contract before there ever was any law. We would have absolutely nothing whatsoever to do with the law.

However, there has been quite a vigorous attack upon the law by the head of the ITU, in which he placed the blame on the law for the difficulty, and the publishers themselves sat here and testified that if it were not for certain parts of the law that they would be able to enter into a contract.

Now, I tried to bring out, that is, as chairman, and I believe Mr. Kersten did, too, as the committee—in other words, the committee tried to bring out what the actual difficulty was here.

We will probably have to examine all of these documents quite carefully and read the evidence after it has been written in order to arrive at a final conclusion in the matter, because at first blush it would appear merely that the parties do not trust each other.

The first movement—and I say this without saying that it is my final statement to the committee, it is just a conclusion that is being given by me as chairman, as I conclude the hearing—is that the first step in this mistrust, if you wish to call it that, arose when the union offered a different kind of contract, or rather, I might say, a failure to present a contract as had been done in prior years. Then the employer, on the other hand, insisted, or seemed to insist upon a contract similar to that which had been entered into in prior years, of course,

subject to changes with regard to hours and wages, and certain other conditions of employment.

That is the way the picture stands as of this time.

I attempted to explain during the course of the hearing, when certain charges were made regarding the act, and particularly section 8 (a) 3, that the law had been passed in order to overcome complaints and obvious injustices which had been presented to Congress over a long period of hearings, which had taken about 7 weeks in the House and several months in the Senate, followed by several weeks in the drafting of the act—in other words, a period right straight through from approximately January 23 to May 13, 1947, during which time evidence was presented by leaders of business, leaders of labor, Congressmen, workers, ministers, lawyers, people from all over the country, and as I said this occupied or took about, between the House and Senate, over 3,000,000 words of testimony and 9 bound volumes with about 6 or 7 additional bound volumes of the special hearings that had been held throughout various sections of the country.

Congress passed that law, as I mentioned, with the intent to cure the evils which had arisen, because at the time the Wagner Act was passed that was designed to cure some of the evils which had existed on the part of management, as has been shown in the testimony here, and this act was designed to continue those same practices to aid employees, insofar as management was concerned, and to protect them from obvious abuses which had arisen in the ranks of labor itself, that is, in certain unions throughout the Nation.

That act was passed following a year in which there were 116,000,000 man-days lost as a result of strikes, mostly jurisdictional in nature; following a period in which we had a strike of one large segment of the working population which darkened the entire Nation for some period of time; following a year in which a railroad strike was not only threatened, but was in effect for approximately 48 hours; and in which the people of the Nation were demanding that something be done with respect to the injuries that were occurring to the general public, the effect which these strikes were having upon the general welfare of the country.

I might say that when the leaders of labor appeared before the House of Representatives, and where these points were placed before them, they often answered just with resentment in their voices that it should be left to the house of labor. We received no answer except that, although we felt that the people in the election in November of 1946 had placed a mandate upon the House of Representatives to do something with respect to that matter. That is what they attempted to do.

We feel that the act should be given a fair trial, and it is our hope that an investigation of this case, as I mentioned at the start of this hearing, that in this investigation we will not find, as has been charged, that a fine local, No. 16, of the typographical union, is being used, as was charged by a witness, as a guinea pig for other labor and other organizations throughout the country, because, of course, that would not be fair to cast thousands of persons out of employment for such a purpose, for merely an attack upon the act. While I was inclined, and I am sure that Mr. Kersten agrees with me, in fact, I conferred

with him about the matter, it appeared upon first blush that that might be what the situation is in this case. However, I am not going to attempt to pass upon that now, except to say that we will examine this evidence carefully and hope sincerely that in the final analysis we do not find it to be true, and we will not so have to represent it to the House of Representatives.

We have been told that the law should be taken from the books. We shall so report that along with the statement that I made, as chairman, that we cannot, of course, recommend that upon the request of one union representing 85,000 people as compared with the unions which represent millions of people throughout the Nation, and that is certain of the labor leaders were to insist they would not want any laws upon the books, and the union men in convention were to vote that they would want no law protecting their rights, that Congress probably would act accordingly.

However, I can say, and I believe I say it for all Members of Congress, and as one who has had a great deal of experience representing labor, I feel that the act has been very beneficial to the laboring people, and I feel that this present act would be also, if it were given a chance to operate.

We are not going to know fully until that occurs, and I believe that I can assure all that if Congress were to find that the act was detrimental in any way and was not achieving the aims toward bringing about peace as a whole throughout the Nation, that the same Congress would not hesitate for a moment to make the necessary changes, and therefore at this time we will close this hearing.

We will make our final report to the committee after this evidence has been thoroughly examined and digested, and that committee will then make a report to the House of Representatives with respect to this particular matter.

I wish to thank all of the witnesses who have appeared before us to make their statements, and to thank the press also for having been so fair in their entire statements with regard to the occurrences at this hearing.

(Whereupon, at 2:30 p. m., January 2, 1948, the hearing was closed.)

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